

Solicitors' Journal & Reporter.

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To CORRESPONDENTS.—All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer. The Editor cannot undertake to return MSS. forwarded to him. Subscribers can have their Volumes bound at the Office—cloth, 2s. 6d., half law calf, 5s.

CURRENT TOPICS.

MR. ARTHUR CHARLES, Q.C., has been appointed a member of the Council of Law Reporting in succession to Mr. Justice Stephen.

AS HOUSES AND TENEMENTS occupied solely for professional purposes are now, by virtue of an Act of last session, exempt from inhabited house duty, barristers and solicitors should be careful not to pay any such duty without first ascertaining whether their chambers are liable or not. Some weeks ago (*ante*, p. 187) we explained the provisions of this enactment (41 Vict.

c. 15, s. 13), but we think it advisable to publish this additional caution, because we find that in Lincoln's-inn, and probably also elsewhere, house duty is demanded indiscriminately from all occupiers of chambers, without inquiring whether they are exempt or not, and without any notice being given on the tax-paper or otherwise that they are exempt if occupied solely for business or professional purposes. The papers issued by the Inland Revenue with reference to income tax, and with reference to the licences for male servants, carriages, armorial bearings, and dogs, state carefully what cases are exempt from these taxes, and we do not understand why the same course should not be followed as regards exemptions from inhabited house duty.

OUR READERS will remember that in *In re Foster, Ex parte Dickens* (26 W. R. 915), the Chief Judge refused to alter the decision of the taxing master, who had allowed the charges and expenses incurred by the respondent's country solicitor in coming up to London to attend an appeal to the Chief Judge, which had been dismissed with costs. The reason given by the learned judge for this decision—that the country solicitor "probably knew more about the matter than his London agent"—was thought to show a disposition to allow such costs in a somewhat wider class of cases than formerly, but in *Ex parte Snow*, decided by the Chief Judge on Monday last, the rule was apparently restored to its former footing. The country solicitor, in the recent case, claimed to be allowed his costs of coming up to London to attend a conference with counsel, and to be present at the hearing of the appeal, on the ground that the case was a complicated one, and in particular that the shorthand notes of the evidence taken *vis à voce* in the county court were very voluminous, and it was necessary that he should explain this evidence to counsel. The taxing master had disallowed these costs, and the Chief Judge affirmed his decision, expressing an opinion that there was no necessity for the attendance of the country solicitor at the hearing of the appeal. The decision seems to leave the rule very much as it was laid down in *Bell v. Aitkin* (20 W. R. 704), viz., that although in general the costs will not be allowed, yet cases may arise in which it is necessary that the solicitor who has had the conduct of the case from the commencement, and is acquainted with all the facts, should be present at the hearing; that the taxing officer should take the facts into consideration, and should exercise his discretion as to whether he would not, under the particular circumstances of the case, depart from the general rule. The recent case, however, shows the reluctance of the court to interfere with the decision the taxing master may have arrived at in the exercise of such discretion.

WE REFERRED LAST WEEK to the recent case of *Krell v. Durrell* (26 W. R. 234), in which the Court of Appeal (James, Baggallay, and Thesiger, L.J.J.), in a written judgment, laid down the rule that in trials in the Chancery Division if the judge "clearly takes upon himself the trial of specific questions of fact and finds his verdict upon them as a matter separate from the judgment," then an appeal from the verdict or finding on the facts must be within twenty-one days, and must be by way of a motion for a new trial. We ventured to point out some of the difficulties and drawbacks attending on the rule so laid down, and we called especial attention to the fact that by it the mere wording of a judgment would alter not merely the period during which an appeal will lie, but also the mode of trying the appeal itself. This week we print a note of a case (*Low v. Lowe*) before the Court of Appeal in deciding which the court, as then constituted (Jessel, M.R., James and Bramwell, L.J.J.), have—we will not say withdrawn from the outer circle of the rule as

previously laid down—but have explained the rule in a manner which, at first sight, may seem to do away with some of the inconveniences which would have attended it had it been acted upon to the full extent to which it seemed to go. It appears from this new gloss on the rule that it is only to apply to a case where the judge at the commencement of the trial settled definite issues of fact for trial “where it was understood from the beginning that the issues of fact were being tried separately.” This explanation was no doubt useful to prevent the rule in *Krehl v. Burrell* from applying to the case before the court; because it appears that for some time at any rate after the commencement of the trial the real question in dispute was not clearly brought home to the mind of the judge. But as the whole action was based on the question of the defendant being or not being the agent of the plaintiff in making a certain purchase, and as the judge commenced his judgment by saying that the case “is now reduced to a mere question of fact,” which he accordingly proceeded to try and decide—that is, to give a verdict upon—it is clear that it came within the wording of the rule as laid down in *Krehl v. Burrell*. We are, of course, bound to accept the statements of the Court of Appeal in *Lowe v. Lowe* as mere explanation of *Krehl v. Burrell*. But the explanation only pushes the difficulty one step further back. If counsel, by pleading, or argument in court, can manage to get the case once started without a distinct understanding all round that certain facts are being separately tried, he can, if the case goes against him, appeal within a year, even though the judge finds a verdict on the facts separately from his judgment thereon. The difficulty now will be in ascertaining exactly how the trial started, and it is on this that the time and manner of appeal will depend, and not on the wording of the judgment. If this interpretation of the rule is to be the final one, we think it will be almost as inconvenient as the former. But we shall expect fresh explanations of this rule, and shall further expect that they will be framed so as to render it as inoperative as possible.

A CASE which was decided by Vice-Chancellor Hall on Monday last (*In re Credit Company*) ought to furnish a useful lesson to peremptory litigants who would brush aside the forms and delays with which the exercise of many rights and privileges of suitors is restricted by the practice of our courts. The application was on behalf of a gentleman who had presented a petition for winding up the company, and asked for an order for inspection of certain books and documents referred to in an affidavit which the company had filed in opposition to the petition. As a party, he had a right to call for the production of the books; but the same General Order which gives that right allows to the other party a space of four days within which to state which of the documents asked for he will produce, and which (if any) he objects to produce. That is to say, he is permitted a reasonable time to consider whether, and in what instances, he can lawfully refuse production. The Order then says (Ord. 31, r. 17) that if the party served with notice to produce objects to give inspection, the party desiring it may apply to a judge. The course which the party who applied to Vice-Chancellor Hall had taken was a more expeditious one than the rules contemplate. His formal notice to produce was a letter written on Friday to the company informing them that he would attend at their office on Saturday at eleven o'clock to see the books; and being refused permission to inspect them at that time he forthwith applied to the court. The Vice-Chancellor very reasonably held that a man could not thus put in exercise the privileges the law gives him as a suitor, without strict compliance with the safeguards provided to protect the other party. It is obvious that when the rules say that if the party served with notice “objects” to give inspection, the party desiring it may apply to a judge, they do not mean that a party is to be held to object

and to be liable to be brought into court upon the question peremptorily, without having been applied to in the proper manner and without having had the proper time to consider what he will do. This particular delay interposed by the law seems to us a very judicious one, and calculated to obviate a very large number of applications to the judge.

THE PROCEEDINGS at the trial of Peace suggest an inquiry whether we are not rather losing sight of the proper limits of cross-examination. The rule which in examination in chief confines evidence to matters at issue, is properly not applied with equal strictness in cross-examination; still, there must be a limit in this respect which should not be exceeded, and it has been said that no question respecting any fact irrelevant to the issue can be put to a witness on cross-examination for the mere purpose of impeaching his credit by contradicting him. (2 Taylor on Evidence, p. 1221.) Yet in the case referred to, the principal witness seems to have been asked questions irrelevant to the issue, and apparently for the purpose of impeaching her credit by contradicting her. It does not seem easy, for instance, to see what bearing the circumstance that the witness had written letters to the prisoner had on the issue whether the prisoner had or had not killed the witness's husband. Whilst it is no doubt important that the liberty of cross-examination should not be unduly abridged, it is not less important that this practice should be kept within bounds, lest witnesses should be deterred from coming forward to give testimony by the terrible prospect of having to defend all the transactions of their lives.

THERE IS NO NOVELTY in the complaints of delays in the chancery taxing masters' office. Groans have gone up at intervals for several years past, and in 1874 the Legal Departments Commissioners reported (p. 56), that “there are complaints of the delay which takes place in taxation, and of the difficulty of procuring appointments within reasonable times, notwithstanding that the taxing masters, distributing the business equally among them, work hard during the periods for which their office is open;” and they suggested that the taxing masters should keep longer hours, and that the chief clerks ought to tax costs to a greater extent than is now practised. The first of these suggestions would, no doubt, afford some remedy, but of a very limited character, but if the latter were adopted we must have more chief clerks, and it would surely be better to appoint another taxing master. The taxing masters' office at present costs in salaries £18,850, and according to the latest judicial statistics it produced in fees a revenue of no less than £30,780. There would, therefore, appear to be ample margin for paying the salaries of another taxing master and his staff.

THREE MEMBERS of the new French Cabinet belong to the legal profession, and one of them—M. Jules Ferry—was, we believe, at one time connected with our legal contemporary the *Gazette des Tribunaux*. It may be noted that of the members of our English Cabinet at the present time, four—viz., the Lord Chancellor, Viscount Cranbrook, Sir Stafford Northcote, and Mr. Cross, are or have been barristers.

In consequence of the death of Lady Hall, Vice-Chancellor Hall will not sit until Monday next.

Mr. J. D. Mayne informs us that his appointment as Professor of Common Law to the Inns of Court is temporary only, and that the Council of Legal Education purpose to defer the permanent appointment till April next.

THE PROOF OF NEGLIGENCE.

In the two recent cases of *Bridges v. North London Railway Company* (L. R. 7 H. L. 213) and *Jackson v. Metropolitan Railway Company* (26 W. R. 175, L. R. 3 App. Ca. 193), the House of Lords has corrected on the one side and on the other the looseness with which judges had of late interpreted the rules of practice applicable to the trial of actions for negligence. And though (expressed in general terms) these cases decide no more than that where there is any reasonable evidence to leave to the jury—that is, any evidence on which a reasonable man (not ought to) but could or might act—the judge ought to leave it to the jury, and that where there is none such, there is nothing which he ought to leave to them; yet there can be no doubt that they will furnish useful landmarks in a region where (however plain and simple the way may seem) the acutest and strongest intellects have been repeatedly baffled and misled.

In *Dublin, Wicklow, and Waterford Railway Company v. Slattery* (27 W. R. 191, L. R. 3 App. Ca. 1155), the House has had these rules again under its consideration, but under a new aspect; and it may be useful to examine the case for the purpose of discovering what has been in fact decided, and what practical guidance the decision will give. The action was brought, under Lord Campbell's Act, for death caused by alleged negligence in the defendants, a railway company. The deceased, though not a passenger by the line, was accompanying intending passengers; he had crossed the line to the booking office and procured their tickets for them, and when the accident occurred he was recrossing the line with the tickets. This is, however, not a sufficient nor, indeed, an accurate statement; the train was to start from the platform which he had reached and where he had procured the tickets; it was not necessary therefore to recross the line; what he in fact did was this—the train being already in, and the intending passengers in danger of missing it, he went behind the train and advanced across the line beckoning to his companions; in this position he was struck down by a train coming along the further line of rails, the driver of which (as the jury found) did not whistle. A verdict having been twice found for the plaintiff (against which the presiding judge did not on either occasion report), the Court of Common Pleas in Ireland, and on appeal the Court of Exchequer Chamber, decided that there was evidence to go to the jury of negligence in the defendants causing the death of the deceased, and that the judge was right in leaving to the jury the question whether the deceased was guilty of contributory negligence. The decision, however, was not unanimous; Keogh, J., in the Court of Common Pleas, doing all but formally dissent; and the Court of Exchequer Chamber being equally divided. In the House of Lords, to which the defendants appealed, the case was twice argued; on the first occasion the House (consisting of four members) were equally divided; on the second argument the House (consisting of eight members) affirmed the decision by a majority of five against three. The majority consisted of the Lord Chancellor and Lords Penzance, O'Hagan, Selborne, and Gordon, the minority of Lords Hatherley, Coleridge, and Blackburn.

The first question was whether there was any evidence of negligence in the defendants causing the death of the deceased, and this depended on the inquiry—first, whether at the time of the accident the deceased was in a position in which he was entitled to require the defendants to use any precautions on his behalf or whether he was “at his own risk”; secondly, whether they omitted any precaution which, under such circumstances, they were bound to take; and, thirdly, whether such omission was a cause of the accident.

Upon the first point the finding of the jury (a finding which could not be disturbed unless there was no evidence in support of it) was, that “the defendants, by the conduct of their servants, did hold out to the public that

persons accompanying intending passengers might pass along the path through the Horse-Shoe Gate and cross and recross the railway at the crossing opposite the gate (the crossing in question); and that the deceased was, at the time of the accident, lawfully using the line.”

With reference to this point, an observation of Lord Coleridge at once attracts attention, that “the proper crossing, the crossing *which if he* (the deceased) *had used no accident would have happened*, was elsewhere. He therefore took the crossing *cum periculo*, or, to use a favourite phrase of Lord Campbell, *tale quale*.” Treating the case on this footing, his lordship held that, although a licensee and not a trespasser, yet the deceased man having elected to take a dangerous crossing, which was only permitted, instead of a safe one which was provided, took it with its risks; and could expect no precaution to be used on his account, not even those precautions which were, in fact, taken for the benefit of such as used the proper crossing. Now, if the majority of the House of Lords, in deciding against the railway company, had meant to lay down that where there are two modes of crossing a line, one provided and safe, the other only permitted and evidently dangerous, a man who uses the dangerous crossing is entitled to recover for injuries caused by passing trains, although if he had used the other he would have been safe, it would be a ruling of serious consequence. But, in fact, so far as can be discovered from the reports, whether in the House of Lords or in the courts below, there was nothing whatever to show what was the nature or position of what is called the “proper crossing,” or that if the deceased had crossed there he would have been safe. On the contrary, so far as appears, the omission to whistle, which was the cause of the accident, would or might as well have been the cause of the like accident if the deceased had been at the “proper crossing.” Had it been otherwise it is scarcely to be supposed that at the trial some finding directed to the point would not have been asked for by the company. This point, therefore (which is noticed by none of the other noble lords) must be discarded, and it must be taken that on the findings the crossing in question and the other crossing, whatever or wherever it was, were obnoxious to the same dangers, and required for their safe use the same precautions. Lord Blackburn, indeed, is not satisfied that there was any evidence of an “invitation to cross,” an ambiguous and misleading phrase, which evades the question of what obligation to care a permission to cross imposed on the defendants; but this is a different point, and the remark would be equally applicable if there were but one crossing, sometimes safe because trains were not passing, and sometimes dangerous because they were—a matter which belongs to a different head. And upon the first point it must be taken that their lordships assumed the crossing in question to have been what may be described as an alternative crossing with the other, and, equally with it, open and permitted to passengers.

The next point, and the one to which the observation just cited from Lord Blackburn applies, is this: assume a level crossing over a line in a station, what precautions does the existence and permitted use of such a crossing impose on the company as necessary or proper to be taken? If it is a standing “invitation” to cross simply, there is a standing necessity and obligation to warn against coming danger; if it is only a standing invitation to cross *when safe*, coupled with a standing warning of danger afforded by the nature of the place, there is no such necessity or obligation, and liability only arises when the company specially invite to cross or announce safety. Now it is an important question whether, at a place like a railway station, where numerous persons, many of them little experienced in the dangers of a railroad, do and must cross and re-cross in their business with the company, a company can leave what appears to be a standing invitation to cross without any warning or protection, relying merely on the fact (though the remark

is a true and just one) that a railway is itself a warning. The argument contained in this remark proves too much. People cannot be called on in favour of other persons to anticipate and provide against their negligence; they cannot, therefore, be negligent in not doing so; if a thing can happen only by the negligence of the plaintiff, it follows that it cannot be caused by the negligence of the defendant; for there can be no negligence in the defendant in not providing against the plaintiff's negligence. The argument would, therefore, show that a person knocked down in using such a crossing (unless under the company's escort) could never recover against the company; for, according to the old dilemma, if he did not look he was negligent; if he did look and saw the train coming but went forward, he took his chance, and the company cannot be liable for his miscalculation; he could, therefore, only recover if he acted on the explicit direction of the company's authorized servants, and took their judgment as his; if indeed this itself would not be an incantation thing to do. Yet this seems to be the view taken by Lord Blackburn. It would be satisfactory if we had a more distinct and exact statement of the law on this point than the present case affords us, for when examined it is not strictly an authority upon it. Whistling was, by the defendants' own practice, accepted as a proper precaution to take, and, according to the finding of the jury, its omission caused the accident. If the company had never whistled, it is not decided how far that or some other precaution of the like kind would have been obligatory on the defendants. The facts proved at least showed some evidence of negligence on which a jury could act.

There is a third point on which it must be confessed that a more exact statement would have been desirable—the question whether there was any evidence that the deceased was lawfully on the line. The doubt on this point is forcibly put by Keogh, J.: "Here we have a person who had no business at all upon the line." He was not crossing the line to make a short cut on his way home, or for the purpose of going from one part of the country to another. He was simply one of a number of persons who went to the station to see a friend off by the train. When there, he is not satisfied with crossing the line, but must needs endeavour to re-cross it at the back of a train which was then at the station, for the purpose, it would seem, of beckoning to his friends to come on. In that attempt he was knocked to pieces by a train passing from the opposite direction. He appears to me to have been a mere volunteer upon the line, and to have had no business there. He was there without any object which would justify his presence; he was there at his own risk, and he appears to have taken no precaution" (1 R. 8 C. L. 539). Whatever may be the extent of sanction or permission given to the public to go over a level crossing and the corresponding duty of precaution, as it certainly cannot extend to persons who have no business in the station at all, so it cannot extend to persons who though passengers, or persons having business with the company, have no business on the line. It could not, however, be reasonably said that a man had no business on the line only because he conducted himself negligently, or that the permission was only to persons using it with care. This would be a short cut to the decision of what was perhaps the chief point of discussion in the present case—the question where the burden of proof lay; for it is obvious that in this view the plaintiff must establish his own diligence. But excluding this extreme argument, the question still remains, How far does the permission extend, or, who may be said to be lawfully on the line because there in pursuance of the permission? Though nothing is formally laid down, it is material to observe that, on the authority of the present case, a person in the situation described above is a person as to whom it may be said that there is evidence for the jury that he was lawfully on the line.

In the result then, it was held by the five lords who formed the majority, and also by Lord Hatherley (Lords Coleridge and Blackburn being on this point the only dissentients), that there was evidence to go to the jury that the deceased, being a person entitled to have precaution used on his behalf, met his death through the negligence of the defendants.

The most characteristic feature in the case, however, and the one to which most argument was addressed, was the question how far the decision on the issue of contributory negligence is for the judge and how far for the jury. It is to be regretted that in several of the judgments this question is made to appear one of pleading; for there can be no doubt that, whether under the old general issue of not guilty, or under a form of pleading which first traverses the negligence of the defendant as a cause of the accident, and thus affirmatively sets up the case of contributory negligence, the question is the same. The modern form of pleading only expands what was involved in the old general issue, but does not in any way affect the burden of proof; and this is admitted by Lord Penzance. The question of pleading may, therefore, be discarded, and the substantial inquiry remains, When may the judge withdraw from the jury the issue of contributory negligence? That he may do so when there is no evidence of contributory negligence is conceded; the case is parallel to the case of there being no evidence of negligence in the defendant. The difficulty arises where there is evidence of contributory negligence, and the question is, Can the judge decide that issue in favour of the defendant? As Lord Penzance observes, the question so stated "hardly admits of argument"; to state it is to answer it. If the judge may affirmatively find that issue for the defendant, why may he not affirmatively find for the plaintiff the issue of negligence in the defendant?

The question, however, seems to lose some of its simplicity from the fact that the plaintiff has to make out his case; it is here the opening for controversy arises, and the question is, Must the plaintiff establish the complex proposition that the accident happened from the defendant's negligence, and without negligence on his part, or the simple proposition only that it happened from the defendant's negligence?

The complexity of the problem, however, is again somewhat resolved by the following considerations:—In the first place, it is not pretended that the defendant may not, if he can, do here what he may do always—make out his case, that is, the case of contributory negligence from the plaintiff's own evidence. Secondly, it is conceded that as he may by any other means show that the alleged cause—his own negligence—was not really a proximate cause of the accident, so he may show this by means of the plaintiff's own acts, as well when disclosed by the plaintiff's witnesses as by his own; in other words, he may show that the plaintiff's conduct was such that, although his own negligence had not occurred, the accident would equally have taken place. Just as the plaintiff's negligence becomes immaterial if no care on his part would have been enough to prevent the effect of defendants' negligence; so the defendant's negligence is immaterial if no care on his part would have prevented the mischief from happening through the plaintiff's act. But this, as Lord Penzance points out, is not an inquiry into the plaintiff's negligence, but into the actual cause of the mischief, and goes to show, not that the plaintiff's negligence contributed to the catastrophe, but that the defendants' negligence did not; it is the disproof of that part of the issue which is confessedly on the plaintiff. Thirdly, it is admitted that the plaintiff has never, in the first instance, to establish the negative proposition that his negligence did not contribute. Lastly, it is admitted, as a necessary consequence of the last proposition, that unless something happens to throw upon the plaintiff the burden of discharging himself from the imputation of contributory negligence, the judge can no more find

that issue in favour of the defendant than he can find the primary issue in favour of the plaintiff.

The question is thus narrowed to the inquiry whether, assuming the defendant's negligence to be proved, and assuming it to be proved that it caused the mischief, it is ever true to say that the course of the evidence may establish against the plaintiff so clear a case of contributory negligence as to throw upon him the burden of discharging himself, and to entitle the judge to withdraw the case from the jury unless he fails so to discharge himself. Now, stated thus, the proposition presents a curious aspect, for by whose decision is he to discharge himself? The matter (it is assumed) is now in the hands of the judge, who rules that the plaintiff is called upon to discharge himself. But how is he to discharge himself? He cannot discharge himself to the jury until he has first discharged himself to the judge; for until he has succeeded so far, he is still under the burden laid upon him, and his discharging himself is a necessary condition of ever getting to the jury. The odd result is thus reached that, either the question must remain wholly in the hands of the judge, or at least the plaintiff must get so far as to persuade the judge that there is evidence fit to be laid before the jury of his having discharged himself. But this last alternative is inadmissible, for as the judge determines that he has incurred the burden, so it must be the judge who is to determine that he has discharged himself of it. The matter therefore is wholly for the judge; and, however it is disguised, the proposition contended for comes round to this, that the judge may affirmatively find the issue of contributory negligence in favour of the defendant.

The broad result of the decision in the present case is to negative this proposition, and to restore the law to its proper simplicity. The perplexity has been caused by the desire of some strong judges to enforce on plaintiffs the duty of self-preservation, and to protect defendants (and especially railway companies) against claims which have nothing to stand upon but compassion and prejudice. The desire was praiseworthy; but the effort has not been always happy in its results. It has produced some dilemmas which have in their time been celebrated, and some entangled wreaths of argument, specimens of which may be studied in the judgments of Lords Coleridge and Blackburn; it has nonsuited a great many plaintiffs, and has helped to clear a great many cause-lists; it has made a path where weak judges after a while walk as freely as strong ones, and where, when they have once learned the way, they find it much easier to walk than to try causes; it has saved some defendants from unjust verdicts, and has, perhaps, defeated as many plaintiffs of their just claims. Amongst other things the proposition enunciated by Lord Blackburn was one of its latest births, and it may be hoped that the condemnation of this doctrine by the House of Lords, together with the general tendency and purport of the decision, will assist in keeping within its due bounds the useful, but somewhat restless and encroaching, practice of nonsuit.

It is, however, to be hoped that no more cases of negligence will, for some time to come, reach their Lordships' House. The value of their decisions depends to a great degree upon their rarity. It was the frequent agitation of such matters in the courts below that at last deprived their decisions almost of all authority, by leaving no line of argument without an authority to support, and a judge to champion, it. The same disastrous result would attend the decisions of the House if they were cheapened by frequency; above all, if the hope could be entertained of dividing by four against four a House which has only decided by a majority of five to three.

THE UNLIMITED COMPANY A LEGAL ANOMALY.

It appears probable from the statements made at the meetings of the various joint stock banks that some attempt may be shortly made to transform them into limited liability companies. The advisability of this is, no doubt, mainly a business question, but it is a question of business into which legal considerations very largely enter. It seems to us altogether desirable that limited liability should be the rule with regard to all joint stock companies. The unlimited company is really an anomaly belonging to the transitional stage between the old idea of partnership and that of the joint stock company. Where particular persons are carrying on a business as the business of their lives in the manner in which partners carry on business as bankers, merchants, &c., there is no legal anomaly or hardship in making them unlimitedly liable. But the position of the shareholders in a joint stock company is, in substance, altogether different. They are, in truth, merely investors; whereas, when the liability is not limited, the law treats them as partners. But this endeavour to combine two inconsistent characters leads to all manner of legal hardships and anomalies. The law ought not, as it seems to us, to permit of this combination. Legislation, though in the main it should be based on the principle of allowing mercantile and business transactions to take their own form by a natural process of development, must in many cases, exercise a controlling and modifying power over them. Where general questions with regard to the forms of proprietary right and liability and the devolution of property are intermingled with mercantile and business considerations, it is not right or expedient that the latter should be allowed entirely to prevail. The questions recently brought into painful prominence in connection with the Glasgow Bank failure, such as those relating to the position of trustees, are instances of what we refer to. The law ought not to undertake the protection of the public in all the relations of life. Persons must in general look out for their own interests and protect themselves. But there are exceptions to every rule. The formation and organization of joint stock companies are matters with which the law has always interfered. It cannot, therefore, wash its hands of all responsibility in these matters. The complaint which naturally may be made is that legislation has assisted in the development and regulated the organization of undertakings, and has helped to give them a shape from which a mischievous legal inconsistency arises. The person who, by law, may contract, or be contracted with, may be a natural person or a corporation. The assets of the party contracting should, it would appear *prima facie*, be liable for the performance of the contract. The assets of a natural person are all his property. A partnership is merely a conjunction of natural persons carrying on business according to the law regulating joint contract and liability. Similarly the assets of a corporation ought to be merely the property of the corporation. That would include the cash or other property belonging to the corporation, and all debts due to the corporation—for example, unpaid calls. But the unlimited company is a logical monstrosity. For, though the individual shareholders are not the company, which has a wholly distinct and independent personality, the assets of the individual shareholders who have not contracted are liable. Any one looking back at the ideas prevalent at the time when company law took its rise can see that this legal anomaly is a survival; it is a creature of the times when limited liability was still regarded as a somewhat doubtful innovation upon the old rules of partnership.

The legal illegality in this case is not a mere question of form, but is closely connected with the real mischief and hardship. In the eye of the law, the person contracting with an unlimited company is supposed to give

It is stated that Mr. Josiah Smith, Q.C., county court judge at Hereford and of the courts embraced within Circuit No. 27, has sent in his resignation to the Lord Chancellor.

credit to the individual shareholders, regarding them as partners in an ordinary firm. In the majority of instances we believe this to be a complete fiction, and, like all fictions, revolting to common sense. Is it to be supposed that a person, before making a deposit at a bank which stands high in credit—like the Glasgow Bank before the failure came—has really got a list of the shareholders' and studied their position and credit? In ninety-nine cases out of a hundred he would be no wiser if he did. When an unfortunate trustee, or clergyman, or maiden lady is told that the depositor was induced to make the deposit on the faith of seeing his or her name on the register, it must seem like a cruel irony of the law. The truth is, the creditor, like the shareholder, trusts the concern, and it is hard that one should be paid in full at the expense of the other's ruin.

It may be said that the whole body of shareholders are really trusted. Possibly this may be so, though we doubt whether, if all the unlimited joint stock companies could be turned into limited liability companies to-morrow simultaneously, they would be a whit less trusted. But we are not arguing that unlimited liability should be interfered with *quoad* past transactions. It is obvious that that would be most improper legislation. What we are arguing for is that it should be abolished for the future, taking due precautions to save existing rights. The unlimited joint stock company is, in legal principle, a dangerous hybrid.

The reason why the dangers and anomalies to which we allude have not been more felt is quite independent of legal considerations. It happens that, as a general rule, our joint stock banks, which are the principal instances of unlimited liability, have been powerful and well-managed institutions. But it is none the less true that a system which combines the old system of partnership and unlimited liability with the modern system of shares easily transmissible, and regarded merely as investments of property, is, in itself, when looked at from the legislator's point of view, anomalous and fraught with possibilities of hardship and danger.

Reviews.

CHANCERY PRACTICE.

DANIELL'S CHANCERY FORMS. Third Edition. By W. H. UPJOHN. London: Stevens & Son.

Under ordinary circumstances a new edition of a standard book of practice would call for the very briefest notice. It is commonly, and truly enough, said that the value of such books can hardly be properly estimated until they have been tested by actual use in practice. Moreover, it is happily a rare occurrence for the preparation of new editions of these works to be committed to incompetent hands. The task is one for which men of sufficient capacity are readily found, although it always demands some skill and great industry and accuracy. We believe, however, that there are not many men who would have been prepared to perform the labour which Mr. Upjohn has accomplished in the book before us; and the thorough way in which it has been done will earn for him the gratitude of every lawyer concerned in chancery practice. The introduction of the new procedure has been an anxious matter in Lincoln's-inn; probably not so much because its learned inhabitants hoped or feared that simple Justice would come back to the earth, as because Mr. Daniell's Chancery Practice had become seriously incomplete. The various manuals of the Judicature Act and Rules, and especially the latest edition of Mr. Morgan's book, did much to reduce the inconvenience; but much remained to be done, and practitioners were every day harassed, and their clients often put to delay and expense, through petty difficulties of form and rule.

This state of things will, we confidently trust, be now put an end to. Mr. Upjohn has restored the volume of Chancery Forms to the place it held before the recent changes, as a trustworthy and complete collection of precedents. It has all the old merits; nothing is omitted as too trivial or too commonplace; the solicitor's clerk finds how to indorse a brief, and how, when necessary, to give a notice of action; and the index to the forms is full and perspicuous.

But the editor has done much more than bring the precedents down to date. He gives the fullest explanation in detail, or by reference to the two earlier volumes, or by cross-references, of every point of practice bearing upon each form in the text. He has embodied in the foot-notes the whole of the new practice, so far as it can affect the Chancery Division; and he has put clearly and concisely the effect of the decisions thereon. We have not in this part of the work detected any material omissions; and we have been glad to note the absence of that slovenly practice which is contented with transcribing reporters' head-notes of the cases. Necessarily and properly a great number of references are still given to the earlier volumes of Daniell's Practice; the value of those volumes is thus greatly increased by the appearance of the present work, although—except to the lawyer who is perfectly familiar with their contents—this volume will now take their place as the primary book of reference.

The editor has not contented himself with introducing the requisite new forms for ordinary proceedings in the Chancery Division—indorsements on the writ, third party notices, forms to be employed in partnership actions, in the case of references, and so forth—he has been at the pains to include forms which are by no means commonly required in that Division respecting, for instance, actions under the Bills of Exchange Act, and proceedings in relation to actions in the Mayor's Court. We may observe here that the note upon the subject of the writ of *mandamus* contains what we take to be a misconception of the effect of the decision in *In re Paris Skating Rink Company* (25 W. R. 767, L. R. 6 Ch. 731). It is rather a matter of omission than an error; but if the case is examined, it is not a decision that a *mandamus* could be granted in any cause or matter pending in the Chancery Division. That, indeed, was laid down by the judge, and can hardly be considered open to dispute. But what the Vice-Chancellor decided was that a *mandamus* could not be granted in this Division when no cause or matter was pending—that the prerogative writ still remained "the flower of the Court of Queen's Bench."

Apart from the Judicature Acts, there are many enactments of late years which demanded, and have received attention in this book, such as the Vendor and Purchaser Act, the Married Women's Property Act, the Trade Marks Registration Act, and the Custody of Infants Act. Besides these matters, various useful miscellaneous additions have been made to the collection of forms; for example, forms have been added for proceedings in relation to solicitors' claims for lien, and to arrest on *mesne* process under the Debtors Act.

We must not omit to commend the excellent index and the tables of statutes and general rules, which are prefixed to the volume, and which add greatly to its value for practical purposes. We consider that the judicious elaboration of the work in this and all other respects justifies the learned editor in entitling his book a Complete Manual of the Practice in the Chancery Division.

COMPANY LAW.

THE LAW AND PRACTICE UNDER THE COMPANIES' ACTS 1862, 1867, 1870, AND 1877, AND THE LIFE ASSURANCE COMPANIES ACTS, 1870 TO 1872. Third Edition. By H. BURTON BUCKLEY, Barrister-at-Law. Stevens & Haynes.

The legislative additions to the present edition of

this well-known book are confined to the Companies' Act, 1877, and the 10th section of the Judicature Act, 1875. The decisions on the latter section are carefully collected and commented on, and we have found no omissions in the cases for which we have looked in other parts of the book, and no falling off in the accuracy with which they are stated. The size of the book has been altered; to the advantage, we think, of the reader.

General Correspondence.

ELEMENTARY CLASSES.

[To the Editor of the Solicitors' Journal.]

Sir,—Will you kindly allow me, through your columns, to draw the attention of law students residing in the country to the action of the Incorporated Law Society in providing an elementary class for articled clerks who have not yet passed their intermediate examination for instruction in "Stephen's Commentaries," the book selected by the examiners for the intermediate in 1880. This will be a great advantage to London students and one which, unfortunately, those who, like myself live at a distance from town, will be debarred from sharing.

May I, then, suggest that the Law Society take into their consideration the subject of appointing a few gentlemen to conduct similar classes in some of the larger provincial towns?

Probably the best plan would be to appoint a travelling reader to superintend a district, and as the classes in each town need not be held, at any rate, often than once a week, a large area might be thus embraced.

Hoping this suggestion may receive your support and the attention of the Law Society, I am, &c.,

Feb. 3.

A DEVONSHIRE STUDENT.

On the 31st ult., at the Leeds Assizes, at the conclusion of a case, which occupied the whole of the previous day's sitting, Lord Justice Brett instructed the clerk of the court to call another jury. Only six gentlemen, however, came forward, and his lordship said that, with the exception of those gentlemen in the box and those engaged in the other court, he would fine every jurymen £5 for the disrespect they had shown to the court. Previous to commencing the business next morning the clerk of the court asked if any of the jurymen who were not present when called upon yesterday evening were now in court. One of the gentlemen referred to came forward, and his lordship, addressing him, said: Will you tell me why you were not here?—The jurymen: I had been in the other court about five minutes; I was here until nearly six o'clock.—His lordship: Why did you go?—The jurymen: I went into the other court; I thought you would be some time before you finished.—His lordship: Then you thought wrong, because I am never a long time; I am afraid that was a bad reason.—The jurymen: I was sitting here more than three hours. I was sitting in this chair.—His lordship (interposing): It is quite enough. The truth is that I called a jury at half-past five, and they were all gone away. The business in London is at a standstill because the gentlemen in the country desire to have their cases tried in the country. As long as they do that they must really take their share of the misfortune, and they must work hard, and those who are responsible for the conduct of the business of the country are obliged to work hard too. All I wish to say to the gentlemen of the jury is that they won't have to leave at five o'clock, because in all probability I shall sit every day much later. Therefore they must be kind enough not to leave until I tell them they might do so. As there seems to be some mistake I will remit all the fines I imposed, but the gentlemen must remain until I can say that the business is over for the day.

Cases of the Week.

DEBTOR'S SUMMONS—MARRIED WOMAN—SEPARATE TRADING—LIABILITY OF HUSBAND.—In a case of *Ex parte Shepherd*, before the Court of Appeal on the 30th of January, a question arose as to the propriety of issuing a debtor's summons against a husband and wife for a debt which the summons showed to have been contracted by the wife trading alone in her maiden name. The husband carried on a business of his own at a different place. The wife's business was that of a milliner and dressmaker, and she carried it on in her maiden name, on the ground floor of a house. This house was let in flats, distinguished by separate numbers, and the husband and wife lived together in one of the upper flats. The flat in which the wife's business was carried on was rented in the name of the husband. The summoning creditor was a wholesale trader, and he claimed the payment of a sum due to him in respect of four bills of exchange which he had drawn upon the wife, and which she had accepted, in her maiden name, and which had been dishonoured. The summons stated that the consideration for the bills was goods sold and delivered to and for the use of the husband and wife or one of them. The husband applied to the court to dismiss the summons. Upon the hearing of the application he was examined, and he stated that he had never authorized his wife to pledge his credit, and that he had several years previously given notice to an agent of the summoning creditor that he had nothing to do with the wife's business. This evidence was uncontradicted. The registrar made the common order, staying the proceedings on the summons, pending the trial of the debt, upon the husband giving security for double the amount claimed. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.JJ.) said that the issuing of the summons in such a case was oppressive and vexatious, and was a mere abuse of the procedure. On the evidence as it stood the husband was clearly not liable for the amount claimed. The summons ought to have been dismissed, with costs, and an order was made dismissing it accordingly, and giving the husband also the costs of the appeal. Their lordships said that if the creditor had any evidence to adduce he could bring an action, but the process of a debtor's summons was not intended to be used in such a case. It might just as well be used in a case where a perfectly solvent man refused to pay for a horse which he had bought, on the ground that there had been a breach of warranty.

COURT OF BANKRUPTCY—JURISDICTION—INTERPLEADER.—BANKRUPTCY ACT, 1869, s. 65.—In a case of *Ex parte The Sheriff of Middlesex*, before the Court of Appeal on the 30th of January, the novel question was raised whether the London Court of Bankruptcy has jurisdiction to make an order in the nature of an interpleader order. The question arose in this way. A bankruptcy petition presented in the London Bankruptcy Court was dismissed, but the costs were ordered to be paid by the respondent. The costs having been taxed, a writ of *fi. fa.* was, under the powers conferred by rules 186, 229, 230, of 1870, issued against the respondent, and under it the sheriff seized goods in the respondent's house. The goods were claimed by the holder of a bill of sale which had been executed by the respondent some time previously. The sheriff then applied to the London Court for an order in the nature of an interpleader order, asking that the execution creditor and the bill of sale holder should attend at that court and state the nature and particulars of their claims to the goods, or relinquish their claims thereto, and abide by such order as the court might make, and that in the meantime all further proceedings should be stayed. Mr. Registrar Spring-Rice, acting as Chief Judge, held that the court had no jurisdiction to make the order. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.JJ.) were of opinion that, by section 65 of the Bankruptcy Act, 1869, which provides that "the London Court of Bankruptcy shall continue to be a court of law and equity and a principal court of record, and the Chief Judge in Bankruptcy shall have all the powers, jurisdiction, and privileges possessed by any judge of her Majesty's superior courts of common law at Westminster, or by any judge of her Majesty's High Court of Chancery," the statutory jurisdiction in interpleader possessed by the common law courts has been conferred on the London Bank-

ruptcy Court for the purposes of the Bankruptcy Act. They accordingly made the order asked for.

REPUTED OWNERSHIP—ORDER AND DISPOSITION—GOODS IN POSSESSION OF COMMISSION AGENT—NOTICE OF AGENCY—BANKRUPTCY ACT, 1869, s. 15.—In a case of *Ex parte Bright*, before the Court of Appeal on the 30th of January, the question arose whether goods, consigned for sale to a commission agent, and in his possession at the commencement of his liquidation, passed to his trustee by virtue of the reputed ownership clause. The agent had, upon a brass plate affixed to his place of business and also upon the invoices which he used, described himself as a "Merchant and Manufacturer's Agent." He had acted as commission agent for several different manufacturers. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.J.J.), reversing the decision of Mr. Registrar Pepys as Chief Judge, held that the use of the word "agent" in the way above-mentioned was a sufficient notice to all the agent's creditors that goods in his possession might not be his own goods, but might be the goods of a principal, and that consequently the reputed ownership clause did not apply. And they ordered the goods of the principal, which were *in specie* in the possession of the agent at the commencement of the liquidation, to be delivered up by the trustee to the principal.

PARTITION ACT, 1868 (31 & 32 VICT. c. 40), ss. 3, 5—SALE—RIGHT OF MAJORITY OF CO-OWNERS TO PURCHASE SHARES OF MINORITY AT A VALUATION.—In a case of *Gilbert v. Smith*, before the Court of Appeal on the 31st of January, a question was raised upon the construction of the Partition Act of 1868. The property consisted of houses situate in the centre of the town of Birmingham. The plaintiffs and other parties in the same interest were entitled among them to three-sixteenths; the defendants were entitled among them to the remaining thirteen-sixteenths. The plaintiffs desired to have the whole property sold, and to receive immediate payment of their shares in money; the defendants wished that the property should be retained *in specie* for the present, because they believed that it would shortly improve in value. Malins, V.C. (26 W. R. 905, L. R. 8 Ch. D. 548), held that, though the case came within section 3 of the Act, he had jurisdiction under section 5, upon the undertaking of the defendants to purchase the shares of the plaintiffs and those in the same interest with them at a valuation, to order a valuation of these shares to be made in chambers, and to direct a sale and purchase accordingly. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.J.J.) held that section 3 applied and that section 5 had no application, and they directed a sale of the property, giving leave to any of the parties to bid. Jessel, M.R., said that he adhered to the opinion which he had already fully expressed in *Drinkwater v. Ratcliffe*, 24 W. R. 25, L. R. 20 Eq. 528.

BANKRUPTCY PETITION—PENDING ACTION—REFERENCE TO ARBITRATION—ADJOURNMENT OF PETITION.—In a case of *Ex parte The Outlay Assurance Society*, before the Court of Appeal on the 30th of January, a creditor had brought an action for a debt, and had also presented a bankruptcy petition against the debtor in respect of the same debt, the petition being founded on an act of bankruptcy committed by non-compliance with a debtor's summons. When the petition first came on to be heard, an order was made adjourning the hearing. After this an order was made by consent in the action referring the question in dispute to the decision of an arbitrator. When the petition came on for hearing again, the arbitrator had not made his award. The registrar of the county court, acting as judge, dismissed the petition with costs, on the ground that the petitioner, by consenting to a reference to arbitration, had put it out of his power to comply with the provision of section 8 of the Bankruptcy Act, 1869, by proving his debt. Afterwards the arbitrator found in favour of the petitioner for the full amount claimed. The decision of the registrar was affirmed by the Chief Judge. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.J.J.) held that the registrar ought to have adjourned the hearing of the petition until after the arbitrator had made his award, and they made an

order accordingly, remitting the petition to the county court to be dealt with.

COMPANY—WINDING UP—DIRECTOR—PURCHASE OF VENDORS PAID-UP SHARES AT A DISCOUNT—COMPANIES ACT, 1862, s. 165.—In a case of *Re The West Jewell Company*, before the Court of Appeal on the 4th inst., the question of the liability of a director was raised under a somewhat novel state of circumstances. Prior to the formation of the company, an agreement was entered into between the owner of a mine, which it was intended that the company should acquire, and a trustee on behalf of the then intended company for the sale of the mine to the company for £10,000, which was to be paid by the delivery to the vendor, or his nominee or nominees, of 5,000 fully paid-up shares of the nominal value of £2 each. This agreement was afterwards duly registered under the Companies Act, 1867. The articles of association of the company did not make the agreement binding upon the company, but authorised the directors to carry it out. At the first meeting of the directors after the registration of the company, it was resolved that 5,000 fully paid-up shares should, in accordance with the contract with the vendor, be allotted to him and his nominees for the purchase of the mine. The directors did not pass any other resolution adopting the agreement, but the 5,000 shares were allotted as fully paid up to the vendor and other persons nominated by him, and the mine was duly handed over to the company. One of the nominees of the vendor, to whom 500 of the shares were allotted, was a person named Weston, who was a director of the company, and who was present at the meeting at which the above resolution was passed. He had subscribed the memorandum of association for 500 shares. Besides the 5,000 fully paid-up shares, 2,000 shares were allotted on the terms of £2 per share being paid for them, 1,100 of them being allotted to the subscribers of the memorandum, and the remaining 900 to other applicants. After a few years the company was ordered to be wound up. The liquidator, finding that Weston being a director had received 500 of the vendor's shares, summoned him under section 163 to show cause why he should not pay to the liquidator £1,000, the nominal value of these shares, on the ground that he had been guilty of a misfeasance or breach of trust towards the company. Weston in answer to this made an affidavit to the effect that he purchased the 500 shares from the vendor in the regular way of business, paying him £500 for them, which, he said, was at the time considered their full value. They were allotted to him direct by the company as the nominee of the vendor, in accordance with the agreement between him and the company. He never parted with any of the shares, and never made any profit by them. He did not, however, say when he made the purchase from the vendor. An affidavit was also made by a London stock and share dealer to the effect that at the time when that allotment of the shares was made there was no market for the shares of the company, and that £1 per share was then a large price to pay for them. Upon this evidence the Vice-Warden of the Siannaries Court ordered that Weston should pay to the liquidator £1,000, the nominal value of the shares, less the £500 which Weston had paid the vendor for them. This decision was affirmed by the Court of Appeal (Jessel, M.R., and James and Bramwell, L.J.J.). It was urged that the case was distinguishable from all the previous cases, such as *Pearson's case* (25 W. R. 618, L. R. 5 Ch. D. 336), in which directors have been compelled to account for the value of shares which they have received from the vendor of property to or the promoter of a company, because in all these cases the director had given nothing for the shares and might be said to have made a profit at the expense of the company; whereas here Weston had paid the full market value of the shares, and had made no profit by them. But Jessel, M.R., said that the *onus* lay on Weston to justify what he had done, and he was bound to show that he had entered into the agreement to buy the shares after he had, as a director, adopted the contract with the vendor. Consistently with his affidavit, his purchase of the shares might have been made before the resolution, which in effect adopted the contract, was passed, and, if so, he had in fact received from the vendor a present of the value of the 500 shares, *ultra* the price he gave for them, and was therefore interested in procuring the adoption of the contract, and was not in a position to exercise an unbiased judgment on behalf of the company, whether the contract should be adopted or not.

He was, therefore, liable to pay the value of the shares. And, as shares had been at the same time allotted, and, indeed, taken by the directors themselves at their *par* value of £2, that was the proper value with which to charge Weston, credit being given him for what he had paid to the vendor.

DISSOLUTION OF PARTNERSHIP—SALE OF GOODWILL AND BUSINESS—RIGHT TO USE TRADE NAME.—In a case of *Lavy v. Walker*, before the Court of Appeal on the 5th inst., a partnership between two traders had been dissolved by a decree of the Chancery Division, and the partnership premises in London, and the assets, stock-in-trade, and goodwill of the business were sold under the direction of the court. One of the partners became the purchaser, and a deed of assignment to her was executed, by which "the goodwill and business" were expressly assigned, but the right to use the name of the firm was not in terms mentioned. The purchasing partner continued to carry on the business at the old place and under the old firm, and gave notice to all the customers that the other partner had retired. The retiring partner went to Paris and started a similar business there under a different firm. Afterwards she commenced an action to restrain the continuing partner from using the name of the old firm, and Hall, V.C., granted an injunction accordingly. The Court of Appeal (Jessel, M.R., and James and Bramwell, L.J.J.) held that the plaintiff had no equity whatever to sustain the action. The defendant had a right to use any name she pleased in her trade, provided that she did no injury to any other person by representing her business to be that other person's business. It was impossible that the carrying on of the old business, in the old place and under the old firm, could be a representation that it was the business of the plaintiff which was carried on in a different place and under a different firm. The plaintiff, not being a partner in the defendant's firm, was not liable to any of the creditors of that firm who had become such since the dissolution, and, by means of the notice of the dissolution given to the creditors who had dealt with the old firm before the dissolution, the plaintiff was freed from liability to them. She was bound indeed to have given that notice herself if she wished to be protected from liability to the old creditors, but the defendant had given it for her. The court based their judgment on this ground, but James, L.J., added that he was clearly of opinion that the assignment to the continuing partner of "the goodwill and business" carried with it the exclusive right to the use of the trade name, which was certainly one of the assets of the business. And Jessel, M.R., said that he expressed no dissent from this view.

PRACTICE—TIME FOR APPEALING—INTERLOCUTORY ORDER—FINDING OF FACT—ORD. 39, r. 1A—ORD. 58, r. 15.—In a case of *Lowe v. Lowe*, before the Court of Appeal on the 4th inst., the preliminary objection was taken that the appeal had been brought too late. It was said that the recent decision of the Court of Appeal in *Krehl v. Burrell* (27 W. R. 234, ante, p. 142) applied. The plaintiff alleged that the defendant had purchased some land as his agent; and the defendant denied the agency. The plaintiff claimed a declaration that the defendant was a trustee of the land for him, and consequential relief. The action was tried before Bacon, V.C., on the 19th, 20th, and 21st of February, 1878, when judgment was given for the defendant with costs, the Vice-Chancellor being of opinion that the alleged agency had not been proved. No definite issues of fact had been settled at the commencement of the trial, but the Vice-Chancellor commenced his judgment by saying, "I quite agree that the case is now reduced to a mere question of fact." The judgment, as drawn up by the registrar, was dated the 21st of February, and it was in this form:—"This action, coming on for trial on the 19th and 20th of February and this day before the court, in the presence, &c., and upon reading the exhibits, &c., and upon hearing the evidence taken orally, &c., the court doth order that this action do stand dismissed out of this court, with costs to be paid by the plaintiff." The plaintiff gave notice of appeal on the 27th of April. It was objected that the Vice-Chancellor's finding on the facts was an interlocutory order which could only be appealed from within twenty-one days, according to the decision in *Krehl v. Burrell*. In

that case, it will be remembered, the Master of the Rolls gave his finding on the issue of fact on the 6th of December, but did not deliver his judgment on the whole case until the following 28th of January, and it was held that his finding of fact could not be appealed from after the expiration of twenty-one days. But the counsel for the respondent in *Lowe v. Lowe* relied upon the following passage in the judgment of the Court of Appeal in *Krehl v. Burrell* (27 W. R. 236): "We by no means say that, even if the verdict and judgment in another case were to follow one another without any interval of time, that fact would make any difference in the treatment by us of the case, provided only the judge clearly takes upon himself the trial of specific questions of fact, and finds his verdict upon them as a matter separate from the judgment which he gives upon that verdict." That, it was said, showed that the decision in *Krehl v. Burrell* governed *Lowe v. Lowe*. The court (Jessel, M.R., and James and Bramwell, L.J.J.), overruled the objection. James, L.J., said that the above passage of the judgment in *Krehl v. Burrell* only applied to a case where (as was actually done in *Krehl v. Burrell*), the judge at the commencement of the trial settled definite issues of fact for trial; where it was understood from the beginning that the issues of fact were being tried separately. Provided a distinct announcement that this was to be done was made at the beginning of the trial, then it did not signify whether the finding on the facts and the judgment on the whole case were given on different days, or were given the one immediately after the other. Jessel, M.R., said that it is always his practice at the Rolls to get the counsel to agree at the beginning of the trial what are the issues of fact to be tried.

ILLUSORY APPOINTMENT—APPOINTMENT AMONGST CHILDREN EXERCISED BY APPOINTING TO SURVIVORS—ILLUSORY APPOINTMENT ACT (11 GEO. 4, AND 1 WILL. 4, C. 46).—In a case of *Re Capon's Trusts*, before the Master of the Rolls on the 3rd inst., a question was argued as to whether an appointment made in 1834 was illusory under the following circumstances:—A marriage settlement contained a trust to pay and apply the trust fund between and amongst all and every the child and children of the marriage in such parts and proportions, manner, and form as the survivor of the marriage should by deed appoint, and in default amongst the children equally. The survivor appointed the fund amongst the children and the survivor and survivors equally, and if only one should survive, then to that one. It was contended that this appointment was illusory as really giving the fund amongst the survivors only and not amongst all the children. Reliance was placed upon a case of *Minchin v. Minchin* (3 Ir. Ch. Rep., and Sugden on Powers, 8 ed. 450). The Master of the Rolls said he could not approve of the Irish case, and Lord St. Leonards evidently considered the point required further consideration. In his opinion it was more than an illusory appointment, as under it a child might take a very substantial interest and one probably saleable at a good price. Even if it were an illusory appointment it was entirely covered by the Illusory Appointments Act as it was not now necessary that every child should have some small sum left it in order to make the appointment good.

MARRIAGE SETTLEMENT—POWER OF APPOINTMENT AMONGST CHILDREN—APPOINTMENT WITH RESTRAINT AGAINST ANTICIPATION—PERPETUITY—REJECTION OF RESTRAINT CLAUSE.—In a case of *Re Ridley, Buckton v. Hay*, also before the Master of the Rolls on the 3rd inst., a question arose as to the validity of the exercise of a power given by a marriage settlement of appointing amongst children, where it was exercised with a restraint against anticipation in the case of daughters, such restraint curtailing their absolute interest, and so offending against the rule as to perpetuities. A was entitled for life, and the appointment was to children living at her death, and as to daughters with a restraint against anticipation. A petition was now presented by a married daughter, asking that the fund might be paid out to her on the ground that she was absolutely entitled thereto, the restraint on anticipation being bad. It was argued on the authority of *Thornton v. Bright* (2 My. and Cr. 230), a case before Lord Cottenham; *Fry v. Capper* (Kar, 163), and the more recent cases of *Re Teague* (18 W. R. 752, L. R. 10 Eq.

564), and *Re Cunynghame* (19 W. R. 381, L. R. 11 Eq. 324), that the court would disregard the restraint, and make the order asked for. The Master of the Rolls said he did not consider the law on this subject in at all a satisfactory state. According to our law property was alienable, but an exception (the invention of the Lord Chancellors) had been engrafted on that law in favour of married women—namely, the restraint on anticipation; and it was justified on the ground of its being the only way of securing the enjoyment by married women of their separate property. The other rule in question in the case—the rule against perpetuities—was also an invention of the Chancellors, but this time in favour of alienation, and to prevent an indefinite series of limitations, so as practically to render property inalienable for ever, and according to the rule, property was not allowed to be tied up for a longer period than lives in being and twenty-one years afterwards. The question he had to decide was whether there ought not to be an exception in favour of married women to that rule just as much as in the case of the general law. As to the cases; in *Thornton v. Bright*, the only case decided in the Court of Appeal, the point was not really argued on principle, but the decision of Lord Cottenham on its facts certainly exactly covered the point. The point then came before Vice-Chancellor Wood in *Fry v. Capper*, but he considered it as settled by *Thornton v. Bright*, and therefore did not give it much consideration. The same result had followed in *Re Teague* and *Re Cunynghame*, and therefore the question could never be fairly said to have been argued out on principle. Sitting as a judge of first instance, he did not think it right after the series of cases decided the other way to attempt to alter the law, and he should therefore allow the money to be paid out to the married woman, still he thought on principle that the rule was wrong, and should be reconsidered by the Court of Appeal.

PRACTICE—DISCOVERY AND INSPECTION—ORD. 31, RR. 14—19.—BOOKS OF A COMPANY—PENDING PETITION TO WIND UP.—REGISTER OF MORTGAGES—SOLICITOR OR AGENT OF A MEMBER.—COMPANIES ACT, 1862, s. 43.—An interlocutory application before Hall, V.C., on the 3rd inst., in *Re The Credit Company (Limited)*, raised two questions of practice deserving of notice. The one point was as to the right of a solicitor or agent of a member of a company registered under the Companies Acts, to inspect the register of mortgages under the 43rd section of the Companies Act, 1862; and the other, as to the formalities of notice required of an applicant for inspection of books and documents, under the Rules of Court, ord. 31, rr. 14—19, inclusive. The facts of the case were as follows:—The company, having its registered offices in London, had passed a resolution for a voluntary liquidation under the supervision of the court. Previously, however, to the meeting at which this resolution was passed, but after notice of it had been issued, a petition for compulsory winding up was presented by Mr. Hudson, a member of the company, residing at Sheffield. That petition was now pending, and it was admitted in the arguments on the present application that the petitioner was “a party to a proceeding” within rule 14 of order 31. In answer to the petition, Mr. Hume Webster, the managing director of the company, had filed an affidavit, in which he stated the liabilities and assets of the company, and referred to the company's books as one source of his information. Thereupon the petitioner's solicitors wrote on January 31 to the company's solicitor, saying, “We propose to attend at the company's offices to-morrow at eleven o'clock to inspect the books to which Mr. Webster makes reference in his affidavit. Kindly see that directions are given to the officials of the company to produce them to us.” On applying at the offices pursuant to their notice, they were refused inspection of the company's books, and the secretary further refused them inspection of the register of mortgages, on the ground that the 43rd section of the Act of 1862 gave a member the right to personal inspection only. The petitioner now moved, by special leave, under ord. 31, r. 17, for an order that he, his solicitor or agent, might be at liberty to inspect, and take extracts from, the books of the company as well as the register of mortgages. The motion was resisted, on the ground that, in an application of this nature, the parties were justified in putting one another on their strict rights, and that with regard to inspection of the books the notice given was altogether informal, and should have covered a longer period. Rule 15 of order 31 prescribes the exact form of notice, and

rule 16 contemplates the party served desiring, and being entitled to, time to object to produce or to seal up such of his books as may seem desirable. It was also urged that the present was exactly the case provided for by rule 19, where the question in dispute should be determined before deciding upon the right to inspection. As to inspection of the register of mortgages by the petitioner's solicitor, it was pressed upon the court that this was not a case within the 43rd section of the Act of 1862, and that it might be highly prejudicial to the company's interests to allow a solicitor, who might possibly act for persons other than the petitioner and hostile to the company, to overhaul all its books. The Vice-Chancellor held that the applicant had no right to ask for inspection of the books in the informal manner he had adopted, but that the course prescribed by the order and rules cited must be strictly followed, and at least sufficient time given to the party served to enable him to avail himself of rule 16. The objection to allow inspection, which was raised by the secretary, did not waive the informality as to notice. With regard, therefore, to the first part of the motion, it was refused, on the ground of irregularity in the proceedings. As to inspection of the register the order was granted, his lordship holding that section 43 of the Companies Act, 1862, included the solicitor or agent of a member, and that there had in the present case been in effect a refusal to Mr. Hudson of leave to inspect. No order was made as to the costs of the application.

COSTS—TAXATION—ATTENDANCE OF COUNTRY SOLICITOR ON HEARING OF BANKRUPTCY APPEAL BY CHIEF JUDGE.—In a case of *Ex parte Snow*, before the Chief Judge on the 3rd inst., a question arose as to the allowance of the costs of a country solicitor's attendance at the hearing by the Chief Judge of an appeal in bankruptcy from the decision of a county court. The decision of the county court was reversed by the Chief Judge, but on appeal to the Court of Appeal the order of the county court was restored, and it was ordered that the costs of the appellant (i.e., the respondent before the Chief Judge) of and incidental to both appeals should be paid by the trustee of the liquidating debtor. The country solicitor of the appellant came up to London for the purpose of being present at the hearing of the appeal by the Chief Judge, and of attending a conference with his counsel upon the hearing, and he claimed to include his costs of so doing in the appellant's costs allowed by the Court of Appeal, on the ground that the case was a complicated one, and in particular that there were very voluminous notes taken by a shorthand writer of evidence taken *videlicet* in the county court, at which examinations the country solicitor had been present, and that it was necessary that he should attend the conference with counsel in order to explain this evidence to him. The taxing master disallowed these costs, and the matter was then brought before the Chief Judge. On behalf of the solicitor reliance was placed upon *Ex parte Dickens* (26 W. R. 915, L. R. 8 Ch. D. 598), in which it was held by the Chief Judge that the taxing master's allowance of the charges and expenses incurred by a country solicitor in personally attending an appeal in London, instead of employing a London agent, ought not to be disturbed. The Chief Judge held that this case did not apply to *Ex parte Snow*. He said that all the evidence was recited in the order, and the solicitor's personal attendance could add nothing. There was no necessity for his attendance, and the costs claimed could not be allowed. Another point was this:—On the hearing of the appeal to the Court of Appeal, the appellant, who was a barrister, went from Liverpool to London to argue his own case, instead of employing counsel. He claimed to be allowed, as part of the costs of the appeal, the expenses of his journey from Liverpool to London and back, and it was urged that, by arguing his own case, he had saved the expense of employing counsel, which he would have been entitled under the order to be paid by the respondent. The taxing master refused to allow the claim. The Chief Judge affirmed his decision, observing that he had never heard of such a claim before, and that it was a preposterous one.

Societies.

LAW ASSOCIATION.

At the usual monthly meeting of the directors, held at the hall of the Incorporated Law Society, Chancery-lane, on Thursday, the 6th inst., the following being present, viz:—Mr. Deeborough (chairman) and Messrs. Tyles, Finch, Hedger, Sawtill, Sidney Smith, and Boodle (secretary), a grant of £10 was made to a very aged solicitor, who had formerly been a member of the association, two grants of £5 each were made to the widows of non-members, and the ordinary general business was transacted.

LAW STUDENTS' DEBATING SOCIETY.

The above society met as usual last Tuesday evening at the Law Institution, Chancery-lane, Mr. S. Garrett, M.A., presiding. This being the first meeting in the month, several motions were standing on the paper for discussion. Mr. W. R. Lloyd Jones was elected a member of the committee. After some motions relating more particularly to the business of the society had been agreed to, Mr. MacColla moved, and Mr. Hemsley seconded, "That the present system of granting 'dispensing orders,' and admitting persons to practice as solicitors whose educational fitness has not been previously tested by the 'preliminary' or some equivalent examination, is highly injurious, and that the secretary do communicate the views of this meeting to the council of the Incorporated Law Society." After some discussion, in which granting "dispensing orders" was both advocated and opposed, Mr. Ellis moved, and Mr. Van Sommer seconded, "That all the words after the word 'that' be left out, and these words be substituted: 'While it is not desirable to dispense altogether with the present system of granting "dispensing orders," that system should be placed under the control of the Incorporated Law Society.'" The adjournment of the debate to the 11th inst. was subsequently agreed to on the motion of Mr. J. Nicholls, who will consequently resume the discussion on that evening.

UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at Clement's-inn Hall, Strand, on Wednesday, the 5th inst., Mr. E. H. Pickersgill, B.A., in the chair. It being the first meeting of the month, the society was occupied till a late hour in discussing various business motions, and the subject for the evening's debate was not reached. A motion by Mr. Steele to set down upon the monthly circulars the names of four members to speak upon each subject for debate was, after very full consideration, lost by a majority of ten.

BIRMINGHAM LAW STUDENTS' SOCIETY.

The first ordinary meeting of this society for the present year was held on Tuesday evening, February 4, at the Law Society's Library, Bennett's-hill. A. A. Baker, Esq., in the chair. There was a very large attendance. A portion of "Williams on Real Property" was discussed for half-an-hour, and the business of the meeting, which was of a special character, was then proceeded with. After the election of an honorary and of an ordinary member, and votes of thanks to Mr. J. Hargreave for his services as honorary treasurer and secretary, and to Mr. C. Robinson for his services as honorary librarian during the past year, a prolonged discussion took place on the subject of granting orders dispensing with the preliminary examination, and ultimately the following resolutions were unanimously carried:—"1. That this society views with regret the manner in which the power of the judges to dispense with the preliminary examinations has been exercised in recent years. 2. That no article clerk shall be eligible for election as a member of this society who has had his preliminary examination dispensed with by a judge's order unless his application to such judge has been previously approved by the committee of the Birmingham Law Society. Provided, nevertheless, that no person to whom a dispensation order has been already granted shall be ineligible to become a member of this

society." The ordinary debate on the moot point was adjourned in consequence of the lateness of the hour. A vote of thanks to the chairman concluded the meeting.

MANCHESTER LAW STUDENTS' DEBATING SOCIETY.

The annual mock trial under the auspices of this society was held on the 30th ult. in the Sessions Court, Minshull-street. There was a large attendance of members and of the public, and the proceedings reflected considerable credit on those who took part. Mr. F. J. Headlam, stipendiary magistrate for the city, officiated as judge, and the following magistrates also occupied seats on the bench:—Messrs. E. Hardcastle, M.P., T. Dale, G. Booth, J. Moseley, J. A. Raiton, J. W. D. Mather, and J. F. Furniss. The prisoner was charged with "feloniously cutting and wounding." The counsel for the prosecution were Messrs. Hardman and Norton, and for the prisoner Messrs. Stocks and Abell. At the conclusion of the trial (the prisoner being found guilty and sentenced to penal servitude for five years), the kindness of the corporation in allowing the use of the Sessions Court was acknowledged; and, on the motion of Mr. W. Slater, seconded by Mr. J. Hislop, a vote of thanks was passed with acclamation to Mr. Headlam, who, in reply, congratulated the members of the society on the ability they had displayed, adding that he thought the conduct of the trial had been most creditable.

NOTTINGHAM INCORPORATED LAW SOCIETY.

The annual general meeting of the above society was held in the Grand Jury-room, Town Hall, Nottingham, on the 31st ult.

Mr. MICHAEL BROWNE, president and chairman of the council, presided, and among those present were Messrs. H. Wing (vice-president), C. Botlin, A. Williams, Hugh Browne, M. Gilbert, H. R. Thorpe, G. B. Rothera, John Watson, J. K. Wright, F. W. Rothera, G. H. Blackwell, W. G. Eking, E. H. Fraser, S. E. Heath, Jesse Hind, S. G. Johnson, G. Parr, C. L. Rothera, G. T. Travell, J. C. Warren, &c. The minutes of the last meeting were read and confirmed.

Mr. WING moved, "That the report of the council should be taken as read, and received, and adopted."

Mr. FRASER having seconded the motion, it was carried. The meeting then proceeded to the election of officers of the society for the ensuing year as follows:—Mr. H. Wing, president; Mr. G. Marshall (East Retford), vice-president; Mr. C. Botlin, treasurer; Mr. Arthur Williams, secretary; Mr. Fred. Aoton, Mr. R. Enfield, Mr. M. Gilbert, Mr. John Martin, Mr. William Bryan (Mansfield), Mr. H. R. Thorpe, Mr. John Watson, and Mr. J. K. Wright members of the council, and Mr. F. W. Rothera and H. Wyles auditors.

Mr. H. R. THORPE called attention to the state of the Law Library, and moved that certain books sent up to London should be rebound, and the missing volumes replaced, the expenses of which would amount to about £12.

—Mr. M. Gilbert seconded the motion. A long discussion thereupon took place as to what had become of the missing volumes. Eventually, upon the motion of Mr. G. B. Rothera, seconded by Mr. J. Watson, it was resolved that a circular should be forwarded to all the members of the profession, asking every one to return any volumes belonging to the library which they had in their possession.

Mr. G. B. ROTHERA moved that the volumes in the Reference Library should not be allowed to be taken away and circulated.—Mr. S. Heath seconded the motion, which was carried.

Mr. M. BROWNE then presented Mr. J. H. White with the society's prize as the most successful student at the last Michaelmas examinations. In doing so, he remarked that such a distinction gave great credit to the student, and it also reflected credit upon Mr. Hind, the gentleman to whom he had served his articles.—Mr. White returned thanks.

A vote of thanks, on the motion of Mr. G. B. Rothera, seconded by Mr. M. Gilbert, having been passed by Mr.

Browne for his services to the society, the meeting terminated.

The report of the council refers to the following matters :—The present number of members is eighty-eight, the number last year being seventy-two. The number of members who signed the memorandum and articles of association in September, 1875, was fifty-seven. Since that time three members have died, and thirty-eight have been elected. There is one associate of the society with the privilege of using the law library.

Bar Education and Discipline Bill.—Mr. Gregory having given notice of an intended amendment to this Bill, to enable a solicitor of five years' standing to be admitted a member of any of the inns of court, and to be examined at the ensuing final examination of members of that inn, and to be placed in a position in all respects as if he had been a student of such inn, the council sent a copy of the amendment to each of the local members of Parliament with a request that they would support the amendment. A similar provision with reference to barristers was contained in the Solicitors Act, 1877. This bill, however, was ultimately withdrawn.

County Courts Jurisdiction Bill.—The council suggested to the Attorney-General that a provision should be inserted in this Bill extending the jurisdiction of county courts to matters under "The Settled Estates Act, 1877," when the value of property did not exceed £500, and also asked the various provincial law societies to support the suggestion. The following is a copy of the Attorney-General's reply :—

"House of Commons, 15th April, 1878.

"My dear Sir,—I have handed your letter suggesting that jurisdiction under the 'Settled Estates Act, 1877,' should be conferred on county courts, to the Solicitor-General, who will represent the Government upon the select committee which has just been appointed. I remain, yours very faithfully,

"JOHN HOLKER."

"Arthur Williams, Esq."

Inland Revenue Office.—The attention of the council having been drawn to the inadequate supply of stamps kept in stock at the Nottingham office, an application was made to the Comptroller of Stamps with reference thereto, and it was pointed out that the parchment supplied at the Stamp Office was of an inferior description to that sold elsewhere, and that it would be a convenience to local solicitors if parchment stamped to certain amounts was supplied bookwise. The result was that an officer of the department (Mr. Adams) subsequently attended a meeting of the council, and submitted for approval a statement showing the different stamps, which in future will be kept at the Nottingham office. This statement will be found in appendix "B." It was also arranged that any other stamp should be obtained by return of post, or in cases of urgency by ten o'clock the next morning, on notice being given not later than three p.m. Mr. Adams also submitted parchment of an improved quality, which will be supplied in the future. This parchment is prepared ready for writing upon, and can be had either ruled or unruled. Various specimens of parchment bookwise were also submitted, and the council resolved that it would be sufficient for ordinary purposes to keep in stock parchments in quarto, 1s. 2d.; a demy, 1s. 6d.; and a royal, 1s. 10d.; stamped as follows:—6d., 1s., 1s. 3d., 1s. 6d., 2s., 2s. 6d., 3s. 9d., 5s., 6s. 3d., 7s. 6d., and 10s. The council begs to acknowledge the great courtesy displayed by the Inland Revenue authorities during these negotiations, and having promised to bring the subject before the profession in this locality with the view to the purchase of stamps at the local office, it is hoped that the members will assist the council by so doing. The council wishes also to state its sense of the benefit conferred on the profession by the new regulations as to residuary and succession accounts, and the delivery of documents at the local office to be stamped.

Hadgett v. Commissioners of Inland Revenue.—The attention of the council having been called to this case (26 W. R. 115), which decides that a deed of appointment of new trustees containing a conveyance of property must be stamped, not only with the common deed stamp of 10s., but also with an additional 10s. stamp in respect of such conveyance, the council agreed to join in procuring an

indemnity in respect of past insufficiently stamped deeds, or a mitigation of the usual penalty on such deeds being properly stamped, although the council was of opinion that the practice at Nottingham had been in accordance with the decision. The Board of Inland Revenue, however, gave notice that the penalty would be remitted if such deeds were properly stamped within a reasonable time.

Conveyancing Charges.—Immediately after the last annual general meeting the council directed the Conveyancing Charges Committee to consider and report upon the preparation of a local scale of charges for conveyancing business. The committee met, but before it made any report the council revoked the appointment, and decided to consider the question at a special meeting of the council. After considerable discussion and the preparation of various scales, it was resolved that the question should be referred for decision to the members at the general meeting held on the 22nd of July, 1878. At this meeting it was decided that no further action should be taken in the matter. This decision was more readily come to, not only on account of the impracticability of framing any scale applicable to all cases and under all circumstances, but also as it was understood that Mr. Osborne Morgan's Select Committee on "Land Registration," when re-appointed in the next session, will most probably deal with the question; as well as a general scale having been submitted to the Lord Chancellor, and no approval thereof having been given.

Bankruptcy Law Amendment.—At the request of the Associated Provincial Law Societies, the council, on the 6th of May, 1878, considered this question, and passed the following resolutions:—"That there is no reason why the distinction between trader and non-trader should be preserved. That it is desirable that among the preferential debts mentioned in clause 48 of the Bill should be included the rent (for not exceeding twelve calendar months) of a debtor's premises then accrued due, and also the proportion of the accruing rent from the date when the last rent accrued due up to the date of filing of the petition. That a trustee continuing in possession of the debtor's premises should be bound to pay rent during his occupation, such rent being at the previous rate accruing *de die in diem*. That a secured creditor on valuing his security should be at liberty to give notice to the trustee requiring him within six calendar months to take the security at the valuation, and in default of the trustee so redeeming the creditor at that amount, he should be at liberty to apply to the court for an order vesting the security in him free from all equity or right of redemption of the debtor or his trustee, and to receive dividends on the amount of his proof above the value of his security."

Bills of Sale Act, 1878 (41 & 42 Vict., c. 31).—This Act, which also came into operation on the 1st instant, during its progress through Parliament received careful consideration from the council; various suggestions for its amendment being made to Mr. S. S. Lloyd, M.P., who had charge of the Bill in the House of Commons, and to the Lord Chancellor, and it is satisfactory to record that the two amendments proposed to the Lord Chancellor were adopted in the Bill. Sub-section 1 of section 10 of the Act is as follows:—"The execution of every bill of sale shall be attested by a solicitor of the Supreme Court, and the attestation shall state that before the execution of the bill of sale the effect thereof has been explained to the grantor by the attesting solicitor." The council recommends the members to discourage as far as practicable the execution of bills of sale not prepared under professional advice.

Infringement of the Acts relating to Solicitors.—It having been reported to the council that a bill of sale had been prepared by a Nottingham accountant, who had sent in to the parties a bill of his charges for preparing the same, it was resolved to ask the Commissioners of Inland Revenue to proceed for the recovery of the penalty imposed by section 60 of the Stamp Act, 1870. It should be mentioned that the bill of sale was a lithographed form, which had been filled in by the accountant's clerk. The commissioners replied that they could not prosecute, as they did not consider the mere filling up of the blanks in a lithographed form to be a "drawing" within the meaning of the Act. The council at once resolved to lay the matter before the Council of the Incorporated Law Society of the United Kingdom, who decided to take counsel's opinion thereon. The following is a

copy of the opinion.—“(1) I think the document to which the memorandum D is attached, viz., the bill of sale of 17th of July, 1876, was prepared by Mr. — within the meaning of 33 & 34 Vict. c. 97, s. 60. It can hardly be said to have been ‘drawn’ by him, but I think that when the alterations or insertions were made which turned the dead form into a living instrument, the resulting deed may properly have been said to be ‘prepared.’ The object of the enactment was clearly to prevent loss to the revenue from a practice which would seriously weaken the inducement to become a solicitor and pay for a certificate. Such would clearly be the result if instruments on lithographed or printed forms could be filled up by wholesale and converted into operative instruments by such a process as has taken place in the present instance. What more in many simple cases does the conveyancer or solicitor do but adapt his common forms to the particular case by varying or inserting names, descriptions, and amounts? It can make no difference that the manual act of copying the conveyancer’s form is performed by a clerk instead of being done partly by the lithographer and partly by the person filling up the blanks, and yet who would doubt that the conveyancer, in the case put, prepared the deed? The mental act requisite for determining whether the common form will do or needs alteration is of itself a preparation of the instrument, if not a ‘drawing’ also. (2.) I think there is no doubt that the penalty imposed by 23 & 24 Vict. c. 127, s. 26, is confined to cases of business done in some court. That section and section 2 of 6 & 7 Vict. c. 73, to which it refers, are the only sections I know touching the present question—and I think the view I suggest has been that generally entertained for many years back. (3.) The only step that I can suggest is to endeavour to get the Commissioners of Inland Revenue to reconsider their determination, and at all events to consult the law officers of the Crown.” Mr. Wills’ opinion being laid before the authorities, the result was that the accountant was fined in a mitigated penalty. The council begs to express its acknowledgment to the council of the Incorporated Law Society of the United Kingdom for the readiness with which it dealt with the matter.

NEWCASTLE-UPON-TYNE INCORPORATED LAW SOCIETY.

The eighth ordinary meeting of this society was recently held at the society’s rooms, Royal Arcade, Newcastle-upon-Tyne, Mr. J. Gibson Youll (vice-president) in the chair. The notice convening the meeting was read by the hon. secretary. The treasurer presented his accounts, and Mr. Deedy and Mr. Emley were requested to audit and report thereon. The report of the committee, having been printed and circulated previous to the meeting, was taken as read.

On the motion of the Vice-President, seconded by Mr. Dees, it was resolved: “That the report of the standing committee be adopted and confirmed.”

A letter was read from Mr. James Radford, one of the hon. secretaries of the society from 1849 to 1869, offering a silver snuffbox for use of the vice-president of the society for the time being. On the motion of Mr. Dees, seconded by Mr. Daggett, it was resolved: “That the cordial thanks of this society be tendered to Mr. James Radford for the elegant snuffbox with which the society has, by his liberality, been enriched.” On the motion of Mr. Watson, seconded by Mr. Stanton, it was resolved: “That, with the approval of Mr. Radford, the snuffbox presented by him to the society be confided to the vice-president for the time being, and that the same be produced by him at the annual and other social meetings of the society, and at all other times when required by any resolution of a general meeting or of the standing committee. That the vice-president be responsible for the safe keeping thereof; and that it be imperative upon him, on his going out of office, to deliver the same to his successor in the office, or as otherwise directed by the committee of the society.”

On the motion of Mr. Pybus, seconded by Mr. Dees, it was resolved: “That the hon. secretary be instructed to issue a circular to the members drawing particular attention to that portion of the report which refers to the cost to the members of keeping up the society’s rooms, and pointing out how it has been largely increased by the failure of members to bear in mind some of the objects for which the rooms were established.”

On the motion of Mr. R. S. Watson, seconded by Mr. Gibson, it was resolved: “That this society, whilst of opinion that it is inexpedient entirely to abolish the power of dispensing with the preliminary examination, thinks that that power ought to be exercised with greater restriction than at present, and should be vested in the first instance in the Incorporated Law Society of the United Kingdom.”

On the motion of the Vice-President, seconded by Mr. Dees, it was resolved: “That a copy of the last resolution be transmitted to the Incorporated Law Society of the United Kingdom, and to the Associated Provincial Law Societies.”

On the motion of the Vice-President, seconded by Mr. Dees, it was resolved: “That the cordial thanks of the society be accorded to Mr. Joseph Atkinson Philipson, on his resignation of the office of honorary librarian, for the services rendered by him to the society in the promotion and management of the society’s library.”

The auditors having reported that they had examined the treasurer’s accounts, showing a balance due to him of £77 12s. 11d., and found the same correct, it was resolved: “That the treasurer’s accounts, as presented, be passed and allowed.”

The officers of the society for the ensuing year were elected as follows:—President, Mr. John Alderton Bush; vice-president, Mr. John Booth; treasurer, Mr. Robert Richardson Dees; standing committee, Mr. H. A. Adamson, Mr. T. H. Armstrong, Mr. L. M. Cockcroft, Mr. L. V. De Hamel, Mr. Fred. Emley, Mr. Thos. Forster, Mr. Robert Kidd, Mr. C. U. Laws, Mr. Robert Pybus, jun., Mr. C. H. Stanton, Mr. R. S. Watson, and Mr. J. G. Youll; honorary secretary, Mr. Thomas George Gibson; honorary librarian, Mr. Frederick Emley.

On the motion of the Vice-President, seconded by Mr. T. G. Gibson, it was resolved: “That a contribution of £2 2s. from each member be and is hereby declared necessary for the purpose of the society.”

The report of the society refers to the following matters:—*Bills of Sale Act.*—This important measure, which will come into operation on the 1st of January next, was carefully considered by the committee during its progress through Parliament.

The most important of its provisions is that contained in the 5th section, which provides that trade machinery, as therein defined, shall be deemed to be personal chattels, and that any disposition thereof by the owner, which would be a bill of sale as to other personal chattels, shall be deemed to be a bill of sale within the meaning of the Act. The committee, fearing that this section would be found very embarrassing in practice and injurious to the interests of the owners of property, the value of which depends on trade fixtures, supported the Incorporated Law Society in opposing it, but without success. Trade fixtures, as defined by the Act, include a great deal of manufacturing plant which has hitherto passed with mortgages of the land without registration.

The provision that mortgages containing attornment clauses shall be deemed to be bills of sale will afford additional protection to ordinary creditors, but the consequent increase in the cost of such mortgages will, it is feared, press somewhat heavily on a considerable number of those who, through the aid of building societies, buy the houses they occupy. The committee think it well to draw the attention of the members to the new provisions as to registration, and as to the attestation by a solicitor. It is hoped that the latter provision will materially check the preparation by money lenders, accountants, and other irresponsible persons, of such grossly unfair bills of sale as ignorant persons are now frequently entrapped into signing; but in order that this may be so it is necessary that solicitors should co-operate in refusing to attest a bill of sale unless it has been prepared by a solicitor. Another great change is that effected by the 20th section, which enacts that chattels comprised in a registered bill of sale shall not be deemed to be in the order or disposition of the grantor within the meaning of the Bankruptcy Act. It has long been seen to be unreasonable that the order and disposition clause, which rests on the principle of credit being given on the faith of the grantee’s ownership of the chattels in question, should override a registered bill of sale which the creditor could have discovered had he thought fit, and the change should be

welcomed as putting an end to this anomaly. One effect of it will perhaps be to increase considerably the number of bills of sale, and to reduce the terms of money lenders, who have hitherto demanded a premium for the risk.

Land Titles and Transfer.—In May last, Mr. Osborne Morgan, Q.C., obtained the appointment of a select committee of the House of Commons "to inquire and report whether any, and what, steps ought to be taken to simplify and secure the title to land, and to facilitate the transfer thereof, and also to prevent frauds on purchasers and mortgagees of land." The subject of the proposed inquiry was at once considered by your committee. It seemed to them that the conclusions arrived at by the Associated Provincial Law Societies' Committee, in 1874, were generally sound and expedient; and they expressed their view that the line of action which appeared to promise most success in the simplification of title and transfer of land was that pointed to by the Real Property Limitation Act, and the Vendor and Purchaser Act, to the exclusion of any system of registration, either of deeds or of title, which has yet been suggested.

The views of your committee were communicated to the Associated Provincial Law Societies.

Mr. Morgan's Committee examined several witnesses during the parliamentary session, and reported the evidence. It will probably sit again next session, and it is expected that four witnesses, representing country law societies, will be examined before it.

Hadgett v. Commissioners of Inland Revenue.—In January last, the Liverpool Law Society invited the attention of this society to the decision in this case, namely, that a deed of appointment of new trustees, which also conveyed property, must be stamped with a 10s. stamp in respect of the appointment, and an additional 10s. stamp in respect of the conveyance of the property. Your committee resolved that, in their opinion, it was a case in which relief should be sought, and they offered to concur with and support the Liverpool Society in any application having this object. The Liverpool Society subsequently memorialized the Chancellor of the Exchequer on the subject, and elicited a reply to the effect that the Board of Inland Revenue would remit the penalties payable on stamping such deeds with the second duty of 10s., provided they were produced and the additional duty paid within a reasonable time.

Practice.—The opinion of the society was asked, in January last, by the Bristol Law Society, on the following question:—"In contracting for the sale for a sum in gross of a plot of land (part of a building estate), subject to building and other covenants, stated *seriatim* in a contract, is it improper, from a professional point of view, for the vendor's solicitor to stipulate in such contract for the preparation of the conveyance by himself—at the purchaser's expense?"

The committee replied that, in their opinion, the question should be answered affirmatively; the vendor might stipulate that the conveyance should be in a particular form set out or referred to in the contract, but could not properly require that his solicitor should prepare the conveyance.

Preliminary Examination.—During the past year the standing committee have had occasion to consider the propriety of supporting applications for dispensations from the passing of the preliminary examination. They feel strongly that the efforts of the general body of the profession to raise its tone and character entitle it to the right of investigating and deciding in the first instance upon all applications for the exercise of the dispensing power. The council of the Incorporated Law Society of the United Kingdom is a body well qualified to fulfil this duty on the part of the profession; and the standing committee would be glad if the members of the society in general meeting should see fit to support this view by resolution.

The Incorporated Law Society of the United Kingdom.—The committee have again to acknowledge important services rendered to the profession and the public by the council of this society during the past year. Amongst these may be mentioned the inauguration of the new system of conducting the intermediate and final examinations; efforts to procure an amendment of the law relating to tacking and consolidation of mortgages; the careful watching of the measures introduced during last session, especially those relating to bills of sale, bankruptcy law amendment, bar education and discipline, and county courts; and the assistance rendered towards procuring the consideration and settlement of various questions of law of great importance to solicitors.

Obituary.

MR. EDWARD WILLIAMS FAITHFULL.

Mr. Edward Williams Faithfull, solicitor, died at Hopelands, Winchester, on the 22nd ult., after a long and painful illness. The deceased was the only surviving son of the late Mr. Edward Chamberlain Faithfull, of Bedford-row and Winchester, and he was born in 1823. He was admitted a solicitor in 1846, and had ever since practised in the city of Winchester, having been during the first few years of his professional career in partnership with his father. He was appointed clerk to the Winchester Board of Guardians in 1856, and held that office until his death, and he was also superintendent registrar for the district, clerk to the Winchester Highway Board, and to the Assessment Committee, School Attendance Committee, and the Rural Sanitary Authority. Mr. Faithfull was for a few years a member of the Winchester Town Council (as a representative of St. Maurice's Ward), and he was a very active supporter of all the charitable and other institutions of the city, being auditor of the Winchester Savings' Bank and president of the Mechanics' Institute. He was a man of literary tastes, and had published two volumes of poetry, the profits arising from the sale of which he had presented to the funds of the County Infirmary.

MR. WILLIAM WATSON.

Mr. William Watson, solicitor, of Hull and Hedon, died at his residence, Holyrood-house, Hedon, on the 25th ult. On the previous Monday, while engaged in business at his office at Hull, he was seized with a paralytic stroke, from the effects of which he never rallied. The deceased was born in 1823, and was admitted a solicitor in 1850, and had ever since practised at Hedon, having recently had another office at Hull. For several years he had been in partnership with his son, Mr. James Watson, who was admitted a solicitor in 1869. He held several important offices, being steward of the Seignory of Holderness, and clerk to the Thorgumbald Drainage Commissioners, to the Hedon Haven Commissioners, and to the Hull and Hedon and other Turnpike Trusts. He had also been for several years a member of the Hedon Town Council. Mr. Watson was buried in Hedon Churchyard on the 29th ult., the funeral being attended by the mayor and most of the members of the corporation.

MR. JOHN GRAHAM.

Mr. John Graham, solicitor (late of New-square, Lincoln's-inn), died at his residence, The Elms, Eastbourne, on the 20th ult., in his eighty-fifth year. Mr. Graham was the second son of Mr. Thomas Graham, of Edmond Castle, Cumberland. He was admitted a solicitor in 1819, and practised for several years at 6, New-square, Lincoln's-inn, in partnership with Messrs. William Domville & George Kinderley. His business was a large and extensive one, his firm being solicitors to the Legal and General Life Insurance Company. He retired from practice about forty years ago, and was soon afterwards placed in the commission of the peace for Sussex, of which county he was also a deputy-lieutenant. He was an active magistrate for the district, and was highly esteemed by all classes at Eastbourne. He was married to a daughter of Mr. Edward Jeremiah Curteis, formerly M.P. for Sussex, and he leaves children, one of whom Mr. Charles Graham, who was admitted a solicitor in 1852, is a member of his father's former firm.

MR. CHURCHILL ROMNEY.

Mr. Churchill Romney, solicitor, of Tewkesbury and Upton-on-Severn, died at his residence at the former place on the 29th ult. His health had long been delicate, and about a fortnight ago he caught a cold, followed by diphtheria, which proved rapidly fatal. Mr. Romney was the son of the Rev. F. H. Romney, rector of Ashchurch, and was born in 1839. He was admitted a solicitor in 1860, having served his articles with Messrs. Lewis & Moore, of

Tewkesbury. He soon afterwards joined the firm, and was at the time of his death associated with Mr. Charles William Moore, the coroner for Tewkesbury and clerk to the County Magistrates, and with Mr. Frederick Moore. His firm are also joint clerks to the Tewkesbury Burial Board, and joint secretaries to the Tewkesbury Charity Trustees. Mr. Romney was a Conservative, and had rendered valuable aid to his party in many borough and county contests. He was highly respected by all classes at Tewkesbury, and his premature death has caused universal regret.

Appointments, &c.

Mr. CHARLES EDWARD ARUNDEL, solicitor, of Leeds, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the West Riding of Yorkshire.

Mr. EUSTACE BARHAM, solicitor, of Bridgewater, has been appointed a Perpetual Commissioner for Somersetshire for taking the Acknowledgments of Deeds by Married Women.

Mr. JOHN BOND, solicitor, of Fleetwood, Poulton, and Preston, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the County Palatine of Lancaster.

Mr. FREDERICK GREGSON, solicitor, of Bampton, Oxfordshire, has been appointed a Commissioner to administer Oaths in the Supreme Court.

Mr. JOHN HAINES, solicitor, of 16, Great Marlborough-street, W., and 1, Rochester-terrace, N.W., has been appointed a Commissioner to administer Oaths in the Supreme Court.

Mr. JAMES ESDAILE VENNING, solicitor, of 9, Tokenhouse-yard, E.C., has been appointed a Commissioner of the Supreme Court of the Colony of the Cape of Good Hope, to examine witnesses and to take affidavits in all cases and suits depending in that court.

Mr. PHILIP HENRY FOWELL WATTS, solicitor, of 6, South-square, Gray's-inn, and 1, Montague-road, West Hackney, has been appointed a Commissioner in England for taking Affidavits and Acknowledgments in the Supreme Court of the Colony of New Zealand.

THE CHANCERY TAXING MASTERS.

THERE has been a good deal of correspondence this week on this subject. "Lex" writes:—"There can be no doubt that there is a vast amount of delay in the administration of the law at the present time; but I, for one, beg to differ with 'A Chancery Lawyer' as to the remedy being the appointment of extra officials as I do for the call for the appointment of more judges. I think we have quite enough, and that the remedy lies entirely in their own hands."

I believe that if the taxing masters of the Chancery Division adopted similar regulations to the masters of the Common Law Division, such delay as "A Chancery Lawyer" speaks of would never occur. The chancery taxing masters have only to tax bills of costs, while the common law masters have to attend court, attend chambers, and take references. With all this, however, we can give an appointment ourselves to tax any ordinary bill on any day for the next. We add up our own bills, the solicitors themselves or their clerks checking the items one against the other, and take an allocatur at once. Whereas in chancery we must get a taxing master appointed to the particular action; we must leave our bill and papers, and serve a warrant; we must then get another warrant or appointment to tax, returnable goodness knows when. In the meantime the bill has been taxed by the principal clerk; then it has to be taxed again by the master; the queries must be settled after by the principal clerk again; then the bill has to be left to be checked, and a formal certificate of the amount drawn, engrossed, stamped, and filed. When this occurs to every bill, no matter how small, no wonder a heavy bill of costs requires three months before the taxing master can even look at it.

There are already seven chancery taxing masters, assisted by a principal and second clerk each, while we have only

fifteen common law masters to do treble work; and, although I think there is room for considerable improvement in the way the law is administered in judges' chambers, there is certainly a great endeavour on their part to get through with it, which we do not find in the Chancery Division.

"X" writes:—"The grievance referred to has become such a serious one that something will have to be done by way of remedy, or solicitors who are not possessed of a very large capital will be compelled to decline chancery business. Cases of hardship might be stated *ad nauseam*. I will confine myself to one which has recently occurred to me."

I obtained an order to tax a bill of costs of a little over £600 on the 2nd of July last. Nearly seven months have passed and the taxation is not completed. When it will be is still a matter of speculation. A common law master would have taxed this bill (at the very latest) within a month.

I know the work of the chancery masters has increased immensely of late years; that at the present time they have more work than they can possibly get through within anything like reasonable time from the delivery of the papers; but why is the evil not remedied? If the office of taxing master is such a much-coveted one that Ministers are afraid of offending by new appointments, as suggested by one of your correspondents, why should not "assistant taxing masters," at a salary say of one-half or two-thirds that of the present masters, be appointed? There are plenty of solicitors of long standing and experience who would gladly accept such appointments, though their incomes would be reduced by doing so, for the sake of the freedom from anxiety (if for nothing else) which a litigious practice, in present circumstances, entails.

Mr. James Rawlinson writes:—"If solicitors and suitors will but study the judicial statistics published every year by the Queen's printers they will find that the taxing masters and their clerks do an enormous amount of work in the course of the legal year. The fees earned by them in the year 1870-1 amounted to £28,849; 1871-2, £32,000; 1872-3, £28,807; 1873-4, £31,698; 1874-5, £30,954; 1875-6, £26,544; 1876-7, £30,780 18s. 6d."

In a letter of mine, which was inserted in the *Times* of the 19th of January, 1870, I showed the work done and the fees earned by each of the masters in 1876; in another letter, which appeared in the *Times* of the 13th of November, 1878, I showed the work done and the fees earned by each of the masters in 1877. These figures really prove that there is an annual profit to the country earned by the chancery taxing masters of over £10,000.

The appointment of another master and staff is absolutely needed; and the appointment, so far from being a burden to the country, would, by the fees taken—now annually lost—add to the great annual profit to which I have referred. Suitors, therefore, suffer unnecessarily, and the country loses the surplus fees which an additional master, if vigorous and earnest, could easily earn.

"A Chancery Lawyer" replies:—"Those who compare the common law mode of taxation with that of chancery lose sight of the important distinction that common law matters are 'contentious,' and that the master virtually leaves the taxation in the hands of the opposing solicitor, acting as a sort of referee, and dashing through the bill at a pace which entirely prevents close investigation. Under this system, if the solicitors do not tax the bill themselves and call the master's attention to the items, their clients suffer. Instance the case where, in an action for damages against a railway company, the brief, as allowed by the common law taxing master, consisted of a chapter of 'Byles on Bills.'"

Now, in chancery the great bulk of the work is not "contentious." The same solicitors often appear for all parties; there is no opposition, no one to look into the charges except the taxing master, who has to make all the minute investigation which the common law master can so well hand over to his solicitors.

Long habit of being particular has rendered the chancery taxing master so precise and exacting that it is a common saying that he requires a voucher for a cab fare. This joke shows, however, how far the vouching system is carried.

I have no hesitation in asserting that it is a fatal mistake to give a large staff of clerks to any official. Each member of the staff will naturally create work for himself. The well-known mode in which the Irish officials in their courts do this is an example. It is, however, quite true that the taxing masters (with one brilliant exception)

might show a little more *élan*, and in "contentious" cases they could well take a leaf out of the common law masters' book; but even then the work would be too much for them.

The idea of your correspondent "X." to appoint assistant-masters is an excellent one. It is better for a department that there should be a prospect of promotion, and good men—and this berth especially requires quick, active, and able men—could be found who would be satisfied with a salary of £1,000 and the prospect of becoming masters. This would not entail any large outlay, and Earl Cairns would be earning the gratitude of the profession and suitors by making judicious selections and the appointments without delay.

Legal News.

The Master of the Temple has left London for change of air, after his late protracted illness. It is expected, however, that he will be able to resume his place in the Temple Church on the 23rd inst., the last Sunday in February.

In a test case brought before him, on the 31st ult., Mr. Raffles, the Liverpool stipendiary magistrate, decided that a breach of the new Weights and Measures Act had been committed by Mr. Richard Sutton, farmer, of Alctear, in selling potatoes by the bushel of 90lbs. A nominal fine of one shilling and costs was imposed, and the magistrate offered to grant a case for the superior court.

A writ of *elegit* was heard before the Under-Sheriff of Oxfordshire (Mr. T. M. Davenport) on Tuesday, under an action in which Mr. Alfred Terry, late contractor of the line, had recovered a judgment against the Banbury and Cheltenham Railway Company for £5,225; and evidence being produced that the company were without rolling stock, but were possessed of fifteen miles of land in the county in course of construction for their line, the jury delivered the lands in execution to the plaintiff.

On Wednesday a meeting of magistrates was held at Preston to consider the advisability of having a stipendiary chairman of quarter sessions. For five years Mr. Higgins, Q.C., had filled the post gratuitously, and before him Mr. Addison for fifty years. The former, owing to professional engagements, is now compelled to relinquish the post, and the magistrates almost unanimously decided that his services should be retained at a fixed salary, and that a clause asking for power to appoint and pay a chairman of the court should be inserted in a Bill now being promoted in Parliament for county purposes.

At the Cornwall Winter Assizes at Bodmin there was not a single cause entered on the civil side, and only three criminal causes. The whole proceedings lasted less than three hours, and Mr. Justice Mellor commented strongly on the ill-success of the costly experiment of a winter assize, which took judges away from London while arrears of business were accumulating there. At Cambridge on the civil side there was only an interpleader case, which did not occupy Lord Justice Cotton more than an hour or so, and Mr. Justice Hawkins disposed of all the criminal business by seven o'clock at night. The grand jury made a presentment that, in their opinion, the new system of having four assizes, at least as far as this district is concerned, is entirely uncalculated for. The extra assizes entail great cost and inconvenience to all classes of jurors, and others concerned in the administration of the law. They therefore suggest that there should be a return to the old system of two regular assizes, the time for holding them being left an open question, supplemented when necessary by a winter assize for one or more counties, as of late years. His lordship promised to forward the presentment to the proper quarter, and to supplement it by the result of his own experience at the autumn and present assizes, which was quite in accord with the recommendation of the grand jury.

Sir Arthur Hobbouse, Q.C., the arbitrator under the Epping Forest Arbitration Act of last year, delivered his judgment on Tuesday in *Mills's case*. This, the first case decided by the arbitrator, was a claim for compensation by Mr. Peter Mills in respect of certain alleged rights to fern and wood within the manor of Sewardstone. The enjoyment of these rights is inconsistent with the mode in which it is intended to keep the forest for the enjoyment of the public, and last year's Act accordingly directs the conservators to buy up the rights. The question before the arbitrator was as to what sum Mr. Mills was entitled to claim. Mr. Mills originally valued his right to wood at 16s. a year per acre, and to fern at 4s., and he claimed thirty years' purchase on the ground that the sale was compulsory. The whole sum thus claimed on his fourteen and a half acres was £427 10s. At the hearing the profits of a trade in faggots were put forward, and the claim was advanced to £513, the yearly value of an acre being estimated at 24s. Subsequently the rental of 20s. a year was put forward and a twenty-five years' purchase, and by a claim for growing crops and for average profits the sum was brought up to £525. The sum ultimately offered by the conservators was £229 8s. 7d. The arbitrator said that he found that Mr. Mills had proved his right to a free use of the loppings of the trees on his assignments. With regard to the value, the arbitrator said he should estimate it at a rental of between 12s. and 13s. per acre, and he should allow an addition of about twenty-five per cent. for profit, thus making 16s. per acre; and he should take the property as worth twenty-five years' purchase. He thought that something more than ten per cent. should be allowed in consequence of the compulsory nature of the sale. But he should class together the questions of compulsory sale, growing crops, interests, &c., and allow thirty years' purchase. The result is that Mr. Mills gets thirty years' purchase of his land at the yearly value of 16s. an acre. This amounts to £24 an acre, or £342. Before getting his money Mr. Mills will have to prove his title to the assignments. Inasmuch as Mr. Mills substantiated the greater part of his claim, and his case was treated as having a general bearing, he was allowed his costs.

Law Student's Journal.

INCORPORATED LAW SOCIETY.

Names of gentlemen who passed the Final Examination in January, 1879.

Abberley, B. S.	Daar, T. O.
Antill, A. L.	Dixon, H.
Armstrong, W. H., Jun.	Douglas, A.
Atkinson, F. W.	Doulton, A. P.
Auty, H.	Draper, W. J. R.
Aylward, R.	Drew, J. G., B.A.
Ball, R. J.	Duncan, A. S. D., B.A.
Bamford, H.	Dunkerton, W.
Barber, H.	Eadson, N.
Barker, F. A.	Edwards, R. D.
Barlow, E. H.	Evans, M.
Bell, G. F.	Game, W. H., B.A.
Bendall, T. P.	Gaze, W.
Boddington, J.	Glenister, W. J.
Boydell, W. T., Jun.	Godfrey, G.
Bradley, Isaac	Gooden, Jas.
Brewer, J. J.	Goodger, C. W. S.
Brown, J. B.	Guy, C. J.
Brown, J. H., Jun.	Harfield, B.
Bryant, O.	Hart, E. H.
Buchanan, J. G.	Hastings, W. H.
Buckby, R. H.	Helder, L. T.
Burnaby, W. A., B.A.	Hildyard, G. G., B.A.
Barton, R.	Hill, J.
Barton, E. F.	Hodgson, J.
Cavell, F. E. A.	Holyoak, E. J.
Chalmers, D. H. J.	Howard, C.
Charrington, A. F., B.A.	Howe, W. C.
Christison, R. H.	Hughes, F. W.
Clark, G. A.	Hughes, R. T.
Clark, W. T.	Hyde, M.
Clay, Geo.	Inman, C. W.
Cleobury, C.	Isaac, J. N.
Cockrane, G. E.	Jackson, R. J.
Cooper, J. T.	Jeff, H. O.
Dale, B.	Jeffery, L.
Davies, E. H.	Jenkins, M. A.
Davies, H. O.	Jennings, C. F. J.
Davis, G. H.	Johnson, W. B.

Jones, F. H.
 Jones, J. R. H., B.A.
 Kenn, J. H.
 Kirkman, L.
 Lake, W. J.
 Layton, C. T.
 Lee, A. C.
 Leggatt, P. H. W.
 Lewis, A. C., B.A.
 Logan, F.
 Lott, T.
 McKenzie, F. J.
 Marshall, H. J.
 Marshall, J. G.
 Miller, A. A.
 Millington, F. G.
 Mitchell, W. T.
 Mitcheson, T.
 Moody, N.
 Moore, C. R.
 Morgan, J.
 Morris, A. C.
 Morris, T. C., B.A.
 Newlands, C. W.
 Nicholas, W. J.
 Nurse, R. W.
 Ogden, B. A.
 Okell, G. E.
 Oldfield, G. W., M.A.
 Parker, C. E. N.
 Parker, H. B. J.
 Pilgrim, S. H.
 Plummer, C.
 Podmore, A. C.
 Preston, S. R.
 Pridaux, H. M.
 Raper, J.
 Rawlings, C. E.
 Read, R. A., Jun.

Richardson, H. H.
 Rickards, A. B.
 Robinson, P. C.
 Roche, St. John
 Rowland, J. W.
 Randle, H. L.
 Rycroft, G. H.
 Salmon, C. H.
 Samuels, J.
 Sandom, H. M.
 Scale, G. F.
 Seaborne, H.
 Sephton, Jno.
 Shaw, P. H.
 Simpson, J. H.
 Smallman, H. G.
 Smith, Jas., Jun.
 Smith, Jno. W.
 Smith, Thos. W.
 Stamford, A. H.
 Stokes, A. P.
 Storey, J.
 Storey, T. E.
 Stubbs, A.
 Taylor, A.
 Taylor, C. J.
 Trevor, E.
 Tyler, T. G.
 Tyson, Jno.
 Wade, H. B., L.L.D.
 Watkins, W. B., B.A.
 Watson, J. T.
 Weatherhead, B. J.
 Weston, C.
 Wilson, S.
 Windybank, H.
 Wood, J. L.
 Woosnam, M.
 Wyles, E. H.
 Young, G. H.

CP 340 Tyrer (T P Wymond) v Russel (T C Russel)
 QB 350 Appleton (Lumley and L) v Diaz (Murray, H and Co)
 CP 351 Stanford (Bailey, S and G) v Law (Purkins and P) SJ
 QB 352 Taylor (Hurfurd and T) v Batten (Waldons, B and W), commission
 QB 353 Blewitt (Surrudge and Co) v North Metropolitan Tram Co (H C Godfray) SJ
 Ex 354 Gwyer (Brown, Kidder and Son) v Stewart (P G Rashleigh)
 QB 355 Brown and anr (G H Finch) v Haydon (M Shephard)
 CP 356 Spencer (G D Morgan and Co) v Campbell (M Scott and B)
 Ex 357 Hickmott and anr (Stones, M and S) v Hunter (W W Young, A L Ratcliffe), without jury
 CP 358 Kenny (E C Seaman) v Crump and ors (J A Parry)
 CP 359 Rough (Nickinson, P and N) v Stewart (M Scott and B)
 CP 360 Davies and anr (Same) v Groves (Blake & W)
 Ex 361 Johnston (Thomson, Son and B) v Barney (G B Wheeler)
 Chy 362 Prior (R H Harris) v Eden (J Andrews)
 QB 363 Siggers (Hicklin and W) v Channing (Randall and A)
 QB 364 Sauners (Pritchard and Sons) v Pittman and ors (Berkeley and G) SJ
 CP 365 Lay (C E Mortimer) v Burrows (Clennell and F)
 CP 366 Ashdown, trustee, &c (G H Finch) v Saunders (Johnson and W)
 CP 367 Same (Same) v Lucas (Same)
 CP 368 Rawson (W H Roberts) v Hayne (Eardley, H and E)
 Ex 369 Wilkins (R H Wilkins) v Hay (M Pearce)
 Ex 370 Needham (Green and P) v Lang (Crook and S)
 Ex 371 Everest and anr (Hogan and H) v The Midland Ry Co (Beale, M, B and Co)
 Ex 372 Gray (G Hancock) v Slater (C J Holmes), without jury
 CP 373 Hale (T J Pullen) v Wolforth (E F Sealy)
 Ex 374 Lismore (J Tucker) v Searle (Langley and G)
 QB 375 Ward and anr (Lane and Andrews) v Buffen (Treherne & W)
 QB 376 Gould (Alsop and Co) v Platt and Co (Clarke, W and Co)
 QB 377 Wilson (N L Pocock) v Wheeler and anr (Boyce and R)
 QB 378 Robinson, Fleming and Co (Druce, Sons and J) v Hawks (Street, Son & C) SJ
 QB 379 The Merchant and Traders Discount Colind (C B Hallward) v Gradock (M Bradford)
 CP 380 Hawgood and anr (Low and G) v Beck and Co and anr (J M Green)
 CP 381 Same (Same) v Same (Same), 2nd action
 QB 382 Willson (Layton, Son and L) v Newman (Routh, S and C) SJ
 Ex 383 Stent (W Eley) v Robinson (in person)
 QB 384 Powell (G T Powell) v Ingersent (C B Hallward)
 CP 385 Adams (W Jarvis and T) v Hutchings and anr (H S Russell)
 Ex 386 De Vine (C F York) v Vazey and anr (Wilkins, B and Co)
 Ex 387 Haghe (Lake and Co) v Crosse (J and R Scott)
 CP 388 Hahn (A & Ditton) v Brestis (J E Tindale)
 CP 389 Hardy and wife (C Basset) v Bruce (H J and T Child)
 QB 390 Hogben (A R Steele) v Terry (Doyle and Sons)
 QB 391 St James's Bank, Ltd (Vallance & V) v Crowe (W R Philip)
 Ex 392 Mathews (Spyer and Son) v Collier (Webb and Son)
 Ex 393 Chapman (Jackson and Wright) v Wood (M Rodwell)
 QB 394 Anderson, Abbott and Co (Nash and F) v Mitchell (E Moss)
 CP 395 Burden (W H B Pain) v Harris (G J Nutt and Co)
 QB 396 Wooller (Marson and D) v Ball (Flavell and B)
 Ex 397 Drury (Aldridge, Thorn and M) v Wilson (Field, R & Co) SJ
 CP 398 Walzer (Peckham, M and P) v Jeffries (W R Preston)
 CP 399 Masters (J McLachlan) v Wall (J Curtis)
 Ex 400 Dubois (G Johnson) v The Pagham Harbour Reclamation Co (Wilkins, B and F) SJ
 QB 401 Linklater and ors (Young, Jones and Co) v Hodgson and ors (H Philbrick) SJ
 Ex 402 Archer and anr (W T Ricketts) v Hancock (E Lee)
 Ex 403 Grieve (H C Barker) v Bunting (C A Swaine)
 QB 404 Waterer (Trinder and Curtis-Hayward) v London and County Co (J C Button and Co)
 CP 405 Croxon (S T Cooper) v Reynolds (G Thatcher)
 Ex 406 Austin, exor, &c (O B Wooller) v Boulton (Blake and H)
 Ex 407 Robertson (Bartlett and G) v Viney (Crouch and S)
 Ex 408 Burton (T W Buckler) v Michael (W H Smith)
 Ex 409 Bobbit (A E Francis) v Buckland (W Justice)
 CP 410 Stonhill (Wild, Barber and B) v Trounce (S Price)
 CP 411 Howard (Batty and W) v Shephard (in person)
 Ex 412 Collette and anr (in person) v Blews (J and F Needham)
 CP 413 Hambro (Batty and W) v Knight and Mansfield (J N Mason) SJ
 CP 414 Brooke (A O Underwood) v Fortesque (Harper, Broad and B)
 CP 415 Small (J Hill) v Phillips (G H Finch)
 QB 416 Ibbotson (Parker and B) v Shippey and anr (Johnson and W)
 QB 417 Lewis (Combe and W) v Harris (Young and T)
 QB 418 Brown and ors (in person) v Whitehouse (Poole and H)
 QB 419 Sheriff and anr (W Rutter) v Artus (S Toppin)
 Ex 420 Flood (A Haynes and Son) v Sawyer (T H Bartlett)
 Ex 421 Buckingham (Paterson, Son and B) v Acres (G Reader)
 Ex 422 Ashby and Co (S D Ashby) Daws and ors (Paterson and Co)
 Ex 423 Cole (J and H Muckett's Yatts) v The North Metropolitan Tramways Co (H C Godfray)
 CP 424 Henderson (C Dudley) v Middleton (Rogerson and F)
 Ex 425 Harris and anr (R W Marsland) v Sewell (Jones and S)
 QB 426 Crawcour (Dixon, Ward and Co) v Goult (H H Hughes)
 QB 427 Grandridge (Jones, Blaxland and Son) v Hirst and Co (Emmet and Son)
 CP 428 Muddiman (Lovell Keays) v Luddicke (F T Dabois)
 CP 429 Gritten (W Stollard) v Clemence (J Andrews)
 Ex 430 Curtis and anr (Ingle, C and H) v Haslewood (Singleton and T)
 Ex 431 Ashe (W H Sturt) v Bagenal and ors (W Rawlins; J Waterhouse; in person)
 Ex 432 Wridgway (Dawson and Co) v Baum (G M Cooke)
 CP 433 West London Imperial Permanent Benefits Building Society (J A S Mathews) v Baker (Tillyard and G)
 Ex 434 McGregor (W Eley) v Tinker and anr (Rollit and Son)
 CP 435 British Mutual Investment Co, Ltd (Barnard and Co) v Gray (W Morley)
 QB 436 Rowley (J Andrews) v Great Eastern Ry Co (C A Curwood)

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday, Feb. 10	Mr. Milne	Mr. Farrer	Mr. Koe
Tuesday..... 11	Merivale	King	Clowes
Wednesday..... 12	Milne	Farrer	Koe
Thursday..... 13	Merivale	King	Clowes
Friday..... 14	Milne	Farrer	Koe
Saturday..... 15	Merivale	King	Clowes

	V. C. BACON.	V. C. HALL.	Mr. Justice F.R.
Monday, Feb. 10	Mr. Holdship	Mr. Latham	Mr. Pemberton
Tuesday..... 11	Teesdale	Leach	Ward
Wednesday..... 12	Holdship	Latham	Pemberton
Thursday..... 13	Teesdale	Leach	Ward
Friday..... 14	Holdship	Latham	Pemberton
Saturday..... 15	Teesdale	Leach	Ward

MIDDLESEX.

HILARY SITTING, 1879.

LIST OF ACTIONS FOR TRIAL.

(Continued from page 225.)

Ex 336 Fontenay (J J Peddell) v Barrington and ors (Farrer and F)
 QB 337 Goulton (J A Redhead) v Richardson and wife (J M Muddox)
 Ex 338 Taylor (F Deakin) v Taylor, Clark and Co (J E Turner; Boushew & Co) SJ
 Ex 339 Heap (C Mossop) v Hoare (Ellis, M and Co) SJ
 Ex 340 Meller (G M Cooke) v Wood and Son (F Clift)
 Ex 341 Hancock (G Johnson) v Guerin (Crook and S), commission SJ
 QB 342 Shaw & Co (Layton, Son & L) v Ashton (Wild, B & B)
 Ex 343 Brown (A W Sadgrove) v Cooper (Evans and E)
 QB 344 Rylands and Sons limited (J Nicholls) v R P Jones and Co (Bell, B and G)
 CP 345 Price, Waterhouse and Co (Ashurst, M and Co) v The Cambrian Railway Co (Milne, R and M) SJ
 Ex 346 Bolaffi (Lenaroyd, L and P) v Whellock (J Burton)
 QB 347 Harverson (May, Sykes and B) v Tulley (Scard and Son)
 QB 348 Steele (H H Hughes) v Carpenter (Parker and B)

- C P 437 Konigs and Co (H W Chatterton) v Ogden and Co (W R Philp)
 Chy 438 Ruston and ors (Swann and Co) v Tobin (W Webb) SJ
 Ex 439 Holderness (Dod and L) v Holland (Sandom, K and K)
 Ex 440 Dell (F Eastwood) v Royal Aquarium and Summer and
 Winter Garden Society Ltd (Richardson and S)
 Q B 441 Henty and Sons (Ravengroft, H and W) v Westwood (W
 Rawlins)
 C P 442 Murray and wife (Beard and Sons) v Great Northern Ry
 Co (Nelson, B and Co) SJ
 C P 443 Turner (Lewis and Sons) v Cooper (T Sampson)
 C P 444 Burnside (Linklater and Co) v Denison (Paterson, Snow
 and B) SJ
 C P 445 Burna (G Cheeseman) v Andrews (A R Steele)
 Q B 446 Deane (Lewis and Lewis) v Meredith (T Ellerton)
 Ex 447 Beane (A R Steele) v Kennett (Guscombe and Co)
 Q B 448 Priest (W H Marshall) v Dethridge (Bicknell and H)
 Ex 449 Hodson and anr, trading, &c (Burton, Y and H) v Reeve
 (Miller and Son), without jury
 Ex 450 Hodson, trading, &c (Same) v Same (Same), without jury
 Q B 451 Davies (J Burton) v Loose (Byrne and L)
 Ex 452 Brown, Marshall and Co (T R Apps) v Austin (Ellis and C)
 Ex 453 Villars (Same) v MacLachlan (W R Philp)
 Ex 454 Taylor and ors (R S Taylor and Sons) v Smith and anr
 (Brandons)
 C P 455 Cox (G C Lea) v Tottenham Local Board of Health (Heath
 and P)
 C P 456 Wakelin and wife (Woodbridge and Sons) v Bernasconi
 (Cooper and C)
 Ex 457 Maynard (J Tucker) v Newton (Lumley and L)
 C P 458 Howard (Lewis and Indermar) v The North Metropolitan
 Tramway Co (H C Godfray) SJ
 C P 459 Collins (Same) v Fuller (J J Harlow)
 C B 460 King (Layton, Son & L) v Marks (W Rogers)
 Ex 461 Carter (Wilkins, B and T) v Carter (J H Lydall)
 Ex 462 Highton and anr (J C Button and Co) v Treherne and anr
 (in person)
 C P 463 The London, Brighton and South Coast Ry Co (Norton, Rose
 and Co) v Garrett and ors (H Sheppard)
 Q B 464 The Attorney-General (Hare and Fell) v Messageries Mari-
 times de France (Gellatly, Son and W) SJ
 Q B 465 Reeves (B H Van Tromp) v Great Eastern Ry Co (C A Cur-
 wood) SJ
 C P 466 Gates and anr (Field, R and Co) v Sheppard (Hicklin and W)
 Ex 467 Roddam (J Perry) v Nicholls (Kisch and Co)
 Ex 468 Wyatt (J C Button and Co) v Chambers (T H Williams)
 Ex 469 Watling and ors (G B B Norman) v Baugh (G M Cooke)
 Q B 470 Barratt and wife (R H B Macmillen) v Jefferson and wife
 (A G Underwood)
 Ex 471 Montague (Joel Emanuel and Co) v Cooper (G M Cooke)
 Ex 472 Tough (S Chapman) v Walker (Lumley and L)
 C P 473 Harris (W B Croft) v Reynolds (Pechham, M & P)
 C P 474 Andreas (Boulton & Sons) v Meyer (Wild, B and B), without
 a jury
 C P 475 Hedley (Noun and C) v Booth (S Price)
 C P 476 Mogg (Same) v Heathcote (E Warriner)
 C P 477 Marshall (Wright and L) v Chapman (E Parnell)
 Ex 478 Firminger (C Gammon) v Brown (Wright & L)
 Q B 479 Farrer (Greig & M) v Naylor (Hawks, W & S)
 Ex 480 Shelton (Berry & M) v Martin (Tatham, O & N)
 Ex 481 Watson and wife (J M Green) v Base (W Hicks)
 Ex 482 Fairhead (W H Start) v Garrod (Miller & Son)
 C P 483 Board of Management of the Kensington and Chelsea
 School District (Shepherd and Sons) v Hook and anr
 (Elwes and S)
 Q B 484 The Queen (Hare and Fell) v The Treasurer, &c, of the
 Borough of Maidenhead (C J Mander)
 C P 485 Cheney (Watson, Sons and R) v Somerfield (G A Colman)
 C P 486 Lait (T and H R Gilly) v Byas (Stones, M and Co)
 C P 487 Jewell (Ellis, M and Co) v Tupaud (J G Joyce)
 C P 488 Gibbons (F Webster) v McManus (Hogan and H)
 Ex 489 Warren (Nisbet, R and D) v Mills (G B Howard)
 Q B 490 Leith (Ramsden and A) v British Seamless Paper Box Co
 limited (Benham and T) SJ
 C P 491 Smith (J B May) v Titford (W T Rickotts)
 Ex 492 Williams (White, R and Co) v Fairbrother (S F Langham)
 Ex 493 Williams (Same) v Epps (Same)
 Ex 494 Charlton (G M Cooke) v Sawyer (Buchanan and R)
 Ex 495 Baylis (T H Neal) v Metropolitan Inner Circle Completion
 Ry Co (Newman, S and H)
 Ex 496 Upcott and ors, exors (Crowder, A and V) v Turner (Board
 and Sons)
 C P 497 Parry (J Shiers) v Parry (Deane, C and Co)
 C P 498 Cave (J Edell) v Robson (R B H Fisher)
 C P 499 Hart, trading, &c (G F Gray) v Spicer, Marshall and Co
 (H C Godfray)
 Q B 500 The Commissioners of the Admiralty (Hare and F) v Union
 Steam Ship Co (Hollams, Son and C) SJ
 Ex 501 Reardon (J V Musgrave) v London and St Katherine Docks
 Co, limited (Hacon and T) SJ
 C P 502 Upton and wife (G H Finch) v The London Tramways Co,
 limited (H C Godfray)
 C P 503 Coleman (Campbell, R and Co) v Guigues (E D Lewis)
 C P 504 Locke and anr (J Finston) v Jennings (R G Chipperfield)
 C P 505 Smith (W G Payne) v London and North-Western Ry Co
 (R F Roberts)
 Ex 506 Hudson, trading, &c (Blake and S) v Beresford (Myers, M
 and H)
 C P 507 Jerrard (Parson and L) v Hamilton (J W Sykes)
 C P 508 The Warehousemen, &c, Building Society (C Sawbridge)
 v Nelson (A Leslie)
 C P 509 Gibbons (R Thomas) v Pullbrook (in person)
 C P 510 McKenzie (R Elsham) v Arabin (Richards and Co)
 Ex 511 Connor (Digby and L) v Webb (Parker and Co)
 Ex 512 Notley (J C Matthews) v Kino (Terrell and H)
 Q B 513 Snowdon (Walker, M and W) v Taylor (J W Fens and Co)
 C P 514 Waterhouse (E Beall) v Croston (Pritchard, E and Co)
 Ex 515 Archer (T W Parkes) v Trounce (Fox and Co)

- Ex 516 Lock (J W Sykes) v London and South-Western Ry Co (M
 H Hall)
 Ex 517 Stevenson (R Furber) v Cochrane (J J Irving), without jury
 Ex 518 Arlow (Stone, M and S) v Bartlett (J P Poncione jun)
 Q B 519 Woods and Co (J B Darnid) v Akerooy and Co (J W Sykes)
 Ex 520 Bead (T R Apps) v Wood (Dugman and S)
 C P 521 Bartlett (R W Staapole) v Boden and anr (J J Winsor)
 C B 522 Ford (C B Claydon) v Theobald (Lewis and L)
 C P 523 Bignell (Woodbridge and Son) v Horsley (Prior, B, C and A)
 C P 524 Merriman (T H Merriman) v Rawlins (T J Hazeldine)
 Ex 525 Hewish (W F Neave) v Aitken (H Kimber and Co)
 Q B 526 Abell (M Scott and B) v Nicholas (Lewis and L)
 Q B 527 Smith (J Neal) v Herzog (Underwood and Sons)

SALE OF ENSUING WEEK.

February 13.—Messrs. C. C. & T. MOORE, at the Mart, at 1
 for 2 p.m., Freehold and Leasehold Estates (see advertise-
 ment, this week, p. 6).

PUBLIC COMPANIES.

February 6, 1879.

GOVERNMENT FUNDS.

- 3 per Cent. Consols, 96½
 Ditto for Account, Mar. 3, 95½
 Ex. 3 per Cent. Reduced, 96½
 New 3 per Cent., 96½
 Do. 3½ per Cent., Jan. '94
 Do. 2½ per Cent., Jan. '94
 Do. 5 per Cent., Jan. '73
 Annuities, Jan. '80
 Annuities, April, '85, 97
 Do. (Red Sea T.) Aug. 1868
 Ex Bills, £1000, 2½ per Cent. 10 pm.
 Ditto, £500, Do. 20 pm.
 Ditto, £100 & £500, 20 pm.
 Bank of England Stock, 25½
 Ditto for Account.

INDIAN GOVERNMENT SECURITIES.

- Ind. Stk., 5 per Cent., July, '80, 103
 Ditto for Account, —
 Ditto 4 per Cent., Oct. '85, 100½
 Ditto, ditto, Certificates —
 Ditto Encased Pr., 4 per Cent. 77
 2nd Inf. Fr., 5 per Cent., Jan. '73
 Inf. Pr. 5½ per Cent., May, '81
 Ditto Debentures, 4 per Cent.
 April, '84
 Do. Do. 5 per Cent., Aug. '73
 Do. Bonds, 4 per Cent. £1000
 Ditto, ditto, under £1000

RAILWAY STOCK.

Railways.	Paid.	Closing Price
Stock Bristol and Exeter	100	—
Stock Caledonian	100	97
Stock Glasgow and South-Western	100	90
Stock Great Eastern Ordinary Stock	100	51½
Stock Great Northern	100	115
Stock Do., A Stock	100	116
Stock Great Southern and Western of Ireland	100	129
Stock Great Western—Original	100	122
Stock Lancashire and Yorkshire	100	119 x all
Stock London, Brighton, and South Coast	100	25
Stock London, Chatham, and Dover	100	144½
Stock London and North-Western	100	132
Stock London and South-Western	100	73½ x all
Stock Manchester, Sheffield, and Lincoln	100	112 x all
Stock Metropolitan	100	61
Stock Do., District	100	126
Stock Midland	100	80
Stock North British	100	138
Stock North Eastern	100	162
Stock North London	100	60
Stock North Staffordshire	100	70
Stock North Devon	100	126
Stock South-Eastern	100	—

* A receives no dividend until 6 per cent. has been paid to B.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

- BAKER.—Jan. 26, at South Hampstead, the wife of Sir Sherston
 Baker, Bart., of Lincoln's-inn, barrister-at-law, of a daughter.
 BOMPAS.—Feb. 2, at Abingdon House, Hampstead, the wife of
 Henry Mason Bompas, Q.C., of a daughter.
 KIRKLEY.—Feb. 1, at 5, Wellington-terrace, South Shields, the
 wife of James Kirkley, solicitor, of a daughter.
 MARGERISON.—Jan. 24, at Belmont, Ilkley, the wife of Wm.
 Margerison, solicitor, of a daughter.
 MCCOMBIE.—Feb. 2, at 41, Carden-place, Aberdeen, the wife of
 Charles McCombie, Advocate in Aberdeen, of a daughter.
 TWISS.—Jan. 22, at Beverley, Yorkshire, the wife of Edward C.
 Twiss, barrister-at-law, of a son.
 WRIGHT.—Jan. 24, at 66, Cornwall-gardens, Queen's-gate,
 S.W. the wife of John Robert Wright, barrister-at-law, of a
 son.

MARRIAGES.

- COOPER—FARTRIDGE.—Jan. 7, at Byculla, Bombay, Charles
 Philip Cooper, barrister-at-law, Chief Presidency Magistrate,

to Beatrice Maude, daughter of Surgeon-Major W. P. Partridge, Bombay Army.
PRICE-DALE.—Jan. 16, at Chiswick Church, John William Price, of Lincoln's-inn, to F. Marion J. Dale, daughter of the Vicar of Chiswick.

DEATHS.

COWLAND.—Jan. 17, at Tonbridge, Henry Cowland, of Lincoln's-inn-fields, aged 60.
DAY.—Jan. 31, at 5, Promenade-terrace, Cheltenham, William Day, of Lincoln's-inn, aged 76.
HAYNES.—Jan. 26, at 4, Park villas, Shepherd's-bush, Robert William Haynes, law publisher, of the firm of Stevens and Haynes, Bell yard, Temple Bar, aged 50.
JONES.—Jan. 31, at Barmouth, North Wales, John Langston-Jones, of Alcester, Warwickshire, solicitor.
MANDER.—Jan. 31, at 25, Ratcliffe gardens, South Kensington, Henry Waterland Mander, of Lincoln's-inn, barrister-at-law.
OLDHAM.—Jan. 14, at 19, Aylesbury road, Dublin, Henry Oldham, solicitor, aged 65.
PLASKITT.—Jan. 30, at Morton, near Gainsborough, William Plaskitt, solicitor, aged 68.
WATSON.—Jan. 25, at Holyrood House, Hedon, William Watson, solicitor, Hull.
WHITFORD.—Feb. 4, at St. Columb, Cornwall, Thomas Whitford, solicitor, aged 85.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Feb. 4, 1879.

Day, Arthur James, Thomas Frederick Ivens, and James Amphlett Morton, Kidderminster, Solicitors. Jan. 29
Galwey, Thomas Lawrence, and George Robert Pilgrim, Chancery lane Solicitors. Oct. 31

Winding up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, Jan. 31, 1879.

Advance Bank, Limited.—The M.R. has fixed Feb. 10 at 11, at his chambers, as the time and place for the appointment of an official liquidator

Blasavon Iron and Steel Company, Limited.—V.C. Malins has, by an order dated Jan. 17, appointed Edward Pritchard Martin and James John Wallis, 86, Cannon st., to be official liquidators. Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts and claims to the above. Thursday, March 20 at 12, is appointed for hearing and adjudicating upon the debts and claims

Calow Colliery Company, Limited.—Creditors are required, on or before March 15, to send their names and addresses, and the particulars of their debts or claims, to Mr. Thomas Brooks, 15, Coleman st. Thursday, March 27 at 3, is appointed for hearing and adjudicating upon the said debts and claims

General Banking Company, Limited.—Petition for winding up, presented Jan. 30, directed to be heard before V.C. Bacon on Saturday, Feb. 8. Steel and Greenip, George street, Mansion House, solicitors for the petitioner

General Banking Company, Limited.—Petition for winding up, presented Jan. 23, directed to be heard before V.C. Bacon on Feb. 8. Brandon, Essex st., Strand, petitioner in person
Grabenberg House (Barnet) Hydropathic Establishment, Limited.—Petition for winding up, presented Jan. 30, directed to be heard before M.R. on Feb. 8. McDiarmid, Old Jewry chambers, solicitor for the petitioner

Grimsby Abbey Walk Building Company, Limited.—Petition for winding up, presented Jan. 30, directed to be heard before V.C. Bacon on Feb. 8. Williamson and Co, Sherborne lane, agents for Stephenson and Mountain, Great Grimsby, solicitors for the petitioner

Pembroke Dock Co-operative Shipbuilding Company, Limited.—The M.R. has, by an order dated Jan. 7, appointed Mr. William Joseph Davies, Pembroke Dock, to be official liquidator. Creditors are required, on or before Feb. 27, to send their names and addresses, and the particulars of their debts or claims to the above. Thursday, March 13 at 11, is appointed for hearing and adjudicating upon the debts and claims

Ross Brick Company, Limited.—V.C. Malins has, by an order dated March 8, appointed Thomas John Wesley Bennett, 54, Moorgate st., to be official liquidator

COUNTY PALATINE OF LANCASTER.

FRIDAY, Jan. 31, 1879.

Daisyfield Cotton Spinning and Manufacturing Company, Limited.—Petition for winding up, presented Jan. 23, directed to be heard before the V.C. on Wednesday, Feb. 19, at St. George's Hall, Liverpool. Radcliffe, Blackburn, solicitor for the petitioners

LIMITED IN CHANCERY.

TUESDAY, Feb. 4, 1879.

Central Van Lead Mining Company, Limited.—The M.R. has fixed Thursday, Feb. 13 at 11 at his chambers as the time and place for the appointment of an official liquidator

Indemnity Fire Office, Limited.—Petition for winding up presented Jan. 31, directed to be heard before the M.R., on Feb. 13. Raven and Co, Queen Victoria st., solicitors for the petitioner

Indemnity Fire and Income Insurance Office, Limited.—Petition for winding up presented Feb. 3, directed to be heard before V.C. Hall, on Feb. 14. Foster, Birchlin lane, solicitor for the petitioners

Indian Tea Agency, Limited.—By an order made by the M.R., dated Jan. 23, it was ordered that the above agency be wound up. Wood, Great James st, Bedford row, solicitor for the petitioners
Ladmore Siemens Steel Company, Limited.—By an order made by V.C. Malins, dated Jan. 24, it was ordered that the above company be wound up. Chambers, Moorgate st, solicitor for the petitioner
Medium for Sales and Exchanges, Limited.—Petition for winding up presented Jan. 31, directed to be heard before V.C. Hall, on Feb. 14. Tatham and Co, Queen Victoria st, solicitors for the petitioners
Newcastle-upon-Tyne Cab and Carriage Company, Limited.—Petition for winding up presented Jan. 30, directed to be heard before V.C. Hall, on Feb. 14. Williamson and Co, Sherborne lane, agents for Philipson, Newcastle-upon-Tyne, solicitor for the petitioner
Wrexham Brewery Company, Limited.—Petition for winding up presented Feb. 1, directed to be heard before the M.R. on Feb. 15. Lumley and Lumley, Old Jewry chambers, solicitors for the petitioners

UNLIMITED IN CHANCERY.

TUESDAY, Feb. 4, 1879.

Farcliffa Place Building Society.—By an order made by V.C. Hall dated Jan. 24, it was ordered that the above society be wound up. Singleton and Tattershall, Great James st, agents for A'kinson, Bradford, solicitor for the petitioner

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Jan. 28, 1879.

Arbuthnot, Hon Charlotte Eliza, Woodford House, Northampton. Mar. 1. Sackville v. Arbuthnot, V.C. Hall. Hemslay and Hemslay, Albany, Piccadilly
Brand, Mary Christina Louisa, Cumberland House, Shepherd's Bush. Feb. 25. Piper v. Kirby, M.R. Morris, Bedford row
Fairfax, William Henry, Crooked lane, Brick Merchant. Mar. 1. Davis v. Fairfax, V.C. Hall. Layton, Budge row
Hutchins, Allen Gilbert, Biggleswade, Bedford, Innkeeper. Feb. 23. Maddams v. Hutchins, V.C. Hall. Mitchell, Bedford
Minton, William, Stourbridge. Feb. 15. Perkins v. Osborn, V.C. Malins. Perry, Stourbridge
Nicholson, William, Peorith, Cumberland, Farmer. Feb. 20. Dobson v. Nicholson, V.C. Bacon. Fenwick, North Shields
Richardson, William, Warwick, Cumberland, Gent. Feb. 23. Richardson v. Coulson, V.C. Hall. Brown, Carlisle
Robinson, John Philip, Newcastle-upon-Tyne, Boot Dealer. Feb. 25. Hickson v. Watson, M.R. Danison, Newcastle-upon-Tyne
Sykes, John, Bradford, Spindle Maker. Feb. 21. Blakely v. Sykes, M.R. Jeffrey, Bradford
Tomlinson, Ann, Sunderland. Feb. 23. Tomlinson v. Tomlinson V.C. Hall. Steel, Sunderland
Wheeler, Susan, Gravesend. Feb. 25. Wheeler v. Rischman, M.R. Wilkinson, Bermondsey, St. Southwark

FRIDAY, Jan. 31, 1879.

Bottington, Joseph Horwood, Clifton Down, Bristol. Nov. 1. Canning v. Bettington, V.C. Hall. Gribble, Abchurch lane
Doucet, Francis Eugene, Regent st, Hosier. Feb. 13. Doucet v. Geoghegan, V.C. Malins. Geoghegan, Lincoln's inn fields
Dowden, Frederick Warner, Droitwich, Worcester, Wine Merchant. Feb. 25. Dowden v. Dowden, V.C. Bacon. Moss, Gracechurch st
Jealous, Theophilus, Gedney Hill, Lincoln, Farmer. Feb. 25. Yates v. Jealous, V.C. Hall. Jackson, Wisbeach
Jones, Evan, Cardiff, Pilot. Mar. 3. Jones v. Jones, V.C. Bacon. Stephens, Cardiff
Knight, Edward, Stafford, M.D. Mar. 1. Weston v. Knight, V.C. Bacon. Bowen, Stafford
Tomlin, Daniel, Leigh, Essex, Sailmaker. Mar. 10. Tomlin v. Crawley, V.C. Hall. Wood, Roehford

TUESDAY, Feb. 4, 1879.

Ashton, Samuel, Vine st, Minorities, Wine Merchant. Mar. 7. Macdonald v. Ashton, V.C. Malins. Harston, Throgmorton st
Creasy, Sir Edward, Shepherd, Moria House, Hampton Wick, Kent. Mar. 3. Charsley v. Tamplin, M.R. Taylor, Fenchurch st
Dennis, William, East Lutton, York, Farmer. Mar. 3. Harding v. Dennis, V.C. Malins. Walker, York
Sapes, John, Newhall, Derby, Yeoman. Mar. 1. Harvey v. Higgott, V.C. Hall. Argye, Tanworth
Season, William Townsend, Coleville, Leicester, Mining Engineer. Mar. 10. Stenson v. Stenson, V.C. Hall. Stoneham, Philipot lane
Stewart, Charles John, Ealing, M.D. Mar. 10. Barklamb v. Stewart, V.C. Hall. Williams, Serjeants' inn, Fleet st
Walker, John, Sheffeld, Draper. Mar. 10. Tattershall v. Brokelairst, V.C. Hall. Drinkwater, Hyde

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Jan. 24, 1879.

Allcock, George, Nottingham, Gent. March 1. Maltby, Mansfield, Notts
Ashcroft, William, sen, Liverpool, Gmt. February 21. Walker and Son, Wolverhampton
Blakesley, Harriet, Hinckley, Leicester. March 23. Turner and Son, Loadenhall st
Bryant, Samuel, Liverpool, Licensed Victualler. Mar. 13. Priest, Liverpool
Catt, George, Lindfield, Sussex, Esq. Mar. 1. Hill and Co, Brighton
Collier, Edwin, Kingsland rd, Middlesex. Feb. 17. Phelps and Co, Gresham st
Condyliffe, Elizabeth, Leek, Stafford. March 25. Challiner and Co, Leek
Crump, Harriett, Bootle, Lancaster. Feb. 28. Mather, Liverpool
Crump, John, Bootle, nr Liverpool, Clerks in Holy Orders. Feb. 23. Mather, Liverpool
Gurney, John, Carlton rd, Maid Va's, Gent. March 31. Layton and Co, Budge row
Hastlow, Edward, Fradley, Stafford. March 33. Barnes and Russell, Lichfield
Hoyes, John, Sutton, Lancaster, Wheelwright. March 3. Riley and Cook, St Helens

Honey, Mary Ann, Long lane, Bermondsey, Licensed Victualler. Feb 24. Bennett, Gloucester rd. Camberwell
Hopkins, Sarah, Chipping Norton, Oxford, Shopkeeper. March 1. Saunders, Chipping Norton
Howell, Mary, Peckham grove, Camberwell. March 21. Watkins, Camden avenue, Peckham rd
Jewison, Thomas, Harum, York, Farmer. March 20. Thompson, York
Kell, William, Castle-gate, Nottingham, Gent. March 8. Watson and Wadsworth, Nottingham
Kynaston, Rev. Herbert, Alfred place, West, South Kensington. Feb 20. Oliver and Sons, Carey st, Lincoln's-inn
Lett, Elizabeth, Cheltenham. March 1. Wiltons and Riddiford, Gloucester
Mepham, Joel, City Missionary. March 11. Fox. St Marys sq, Paddington
Moreton, Margaret, Anderton, Chester. Feb 15. Fletcher, Northwich
Muller, Frederick, Sotheby, Carlton rd, Malda Vale, Esq. Feb 25. Smith and Son, Furnival's-inn
Parkinson, Joseph, Wyberton West End, Lincoln, Farmer. April 1. Millington and Simpson, Boston
Selby, James, Offord Castle, nr Sevenoaks, Gent. Feb 28. Clutton and Haines, Serjeant's-inn, Fleet st
Smyd, Jane Robina, Eaton terrace, Eaton sq. March 1. Wright, Lincoln's-inn-fields
Spilsbury, Francis Mosley, Willington, Derby. April 14. Shaw, Derby
Ward, Frederick Oldfield, Ditchling, Sussex, Esq. Feb 25. Tyloe and Co, Essex st, Strand
Warrington, Maria, Bowler, Chester. March 14. Hand, Macclesfield
Wright, John, Bishop Auckland, Innkeeper. March 1. Trotter and Co, Bishop Auckland
Yates, Richard, St Helens, Secretary to the Union Plate Glass Co. Feb 15. Barrow and Cook, St Helens

TUESDAY, Jan. 28, 1879.

Alexander, James Brace, Bryanston sq, Esq. March 10. Walker and Co, Theobald's rd
Bull, Thomas, Nottingham, Banker. March 31. Speed, Nottingham
Binns, David, Lindley, York, Manufacturer. March 1. Haigh, Huddersfield
Booth, Mary Ann, King Edward's rd, Hackney. March 7. Cheston and Sons, Gt Winchester st
Brown, Mary Ann, Great Oneburn, York. March 31. Walker, York
Collett, Sarah, King's Cross rd, St Pancras. March 1. Edwards, Lincoln's-inn-fields
Corbet, Henry, Walpole st, Chelsea, Esq. Feb 28. Brooks and Co, Goddard st, Doctor's-commons
Cromarty, James Pattison, South Ronaldshay, Orkney, Scotland, M.D. March 17. Hallett, Trafalgar sq
De Pass, Michael, Norfolk sq, Paddington, Merchant. March 3. Crump and Son, Philipot lane
Donneth, William, Chard, Somerset, Gent. March 25. Canning and Eyrke, Chard
Emson, Elizabeth, Halstead, Essex. March 25. Harris and Morton, Halstead
Emson, Robert, Halstead, Essex, Farmer. March 25. Harris and Morton, Halstead
Garrett, John Fisher, Elton, Derby, Clerk in Holy Orders. May 1. Taylor, Bakewell
Gentry, John Thomas, Netteswell, Essex, Gent. March 6. Clapham and Fitch, Bishopsgate Without
Harvey, Humphrey, South Tawton, Devon, Yeoman. March 1. Fulford, North Tawton
Irvine, James, Belgrave st, Commercial rd East, Licensed Trinity Pilot. April 1. Lewis and Watson, Gracchurth st
Joe, Thomas, Greenwich, Kent, Potter. Feb 28. Francis, Chancery lane
Johnson, John, Buckingham st, Strand, Architect. March 8. Pickett and Mytton, King's Bench Walk, Temple
John Jones, Rowsley, Derby, Clerk in Holy Orders. May 1. Taylor, Bakewell
King, William, Hartland rd, Kentish Town, Undertaker. March 1. Langley and Gibson, Gt James st, Bedford row
Lawson, Edward, Burnley, Lancaster, Labourer. March 8. Haworth, Burnley
Line, John, Amersham, Buckingham, Wheelwright. March 1. Cheese, Amersham
Payne, Elizabeth, West Teignmouth, Devon. March 31. Tuzer, Teignmouth
Rae, James, San Antonio, Texas, U.S. of America, Esq. Feb 26. Collette and Collette, Lincoln's-inn-fields
Short, Rev Theodore, Leamington, Warwick. March 31. Stocken and Fypp, Lime street, Kt
Simonds, Philip, Kyneton, Victoria, Gent. April 30. Worldridge and Son, Winchester
Simonds, William Simonds, Hermitage, Southampton, Gent. April 30. Worldridge and Son, Winchester
Trivet, William, Hickley, Leicester, Hotel Proprietor. March 1. Preston, Hickley
Whittaker, John, Newton Heath, nr Manchester, Gent. Feb 24. Ainsworth and Son, Blackburn
Wright, Sarah Eliza, Beckley, Sussex. March 1. Mace, Tenterden
Woodhouse, John Thomas, Overval, Leicester, Mining Engineer. Mar 31. Smith and Mammatt, Ashby-de-la-Zouch
Wright, Egerton Leigh, Hartford, Cheshire, Solicitor. Feb 24. Wright and Appleton, Wigan

FRIDAY, Jan. 31, 1879.

Ashcroft, Matthew Landale, Barton South, Lancaster, Estate Agent March 1. Chapman and Co, Manchester
Benister, Francis Henry, Shooter's Hill, Kent, Undertaker. March 25. Vennfield, Queen Victoria st

Bartlett, Christopher, Croydon, Surrey, Timber Merchant. March 8. Rowland, Croydon
Bentley, Robert John Hales, Cheltenham, Esq. March 22. Tieshurst and Sons, Cheltenham
Blomfield, Rev, Sir Thomas Eardley Wilmot, Pontefract, York, Barrister, Clerk. March 17. Warry and Co, Lincoln's-inn-fields
Baron de Conduas, Gustave, Louis, Southampton. March 3. Hickman and Son, Southampton
Carling, Rev William, Southwark Bridge rd. March 21. Wynne and Co, Laurence Pountney-hill
Cust, General the Hon. Sir Edward, Bart, Leasowe Castle, Cheshire, Feb 25. Birch and Co, Lincoln's-inn-fields
Davis, David, Llantrissant, Glamorgan, Railway Wagon Builder, March 1. Hollier and Co, Pontypidd
Davis, William Leek, Wells st, Oxford st, Lamp Manufacturer. March 17. Finch, Borough High st, Southwark
East, Sir James Bulter, Burton House, Gloucester, Bart. April 1. Bennett and Co, New sq, Lincoln's-inn
Ellenger, Paterson, Newcastle-upon-Tyne, Trunk Manufacturer. April 1. Mather and Co, Newcastle-upon-Tyne
Floyd, James, Heabury, Gloucester, Accountant. March 25. Moseley King and Biggs, Bristol
Hockey, Jacob, Boston, Lincoln, Gent. March 6. Foster, Birmingham
Howey, Elizabeth, Amersham, Hertford April 7. Francis and How, Chesham
Hunt, Eliza, Ramey, Southampton. April 1. Smith, Andover
Honley, Rev James Webster, Thursby, Cumberland, Clerk. Mar 10. Saul, Carlisle
Jones, William, Coalbrookdale, Ealop, Chaser. March 25. Potts, Broseley
Kay, Henry, Lower Brailles, Warwick, Tailor. Feb 28. Smith, Staple-ton
Lamb, Henry, Owlerton, nr Sheffield, Esq. March 14. Ward and Co, Grimsby
Leete, Sanders, Thrapston, Northampton, Farmer. March 18. Garrard, Kettering
Lovell, William, Hook Norton, Oxford, Retired Farmer. March 1. Saunders, Chipping Norton
Macklin, Catherine, Tunbridge Wells, Kent. June 24. Verrall, Brighton
Mason, James, Chipping Norton, Oxford, Retired Innkeeper. March 1. Saunders, Chipping Norton
Miller, Alexander, Liverpool, Gent. March 31. McGowan, Liverpool
Milner, Sarah Georgiana, Eaton sq. April 1. Hunters and Co, Newsg, Lincoln's-inn
Moore, John Henry, Birkenhead, Chester, Tailor. March 1. Clarkson and Co, Carter's-lane, Doctors'-commons
Naish, Thomas, Poole, Gent. Feb 28. Aldridge and Aldridge, Poole
Ninnis, Paul, Margate, Kent, Gent. March 13. Warriner, Gt Winchester st
Pettinger, Ann, Baxter rd, Islington. Feb 28. Blake and Wall, Surrey st, Strand
Price, Edward Eastman, Ebury st, Pimlico, Baker. March 13. Lewis and Co, Southampton st, Strand
Richardson, Edward, Sharp's Wharf, Wapping. March 31. Wasey and Bowen, Moorgate st
Robinson, John, James, Box Grove, nr Guildford, Esq. March 1. Souton, Bedford-row
Robson, Frances, Erompton sq. March 10. Garrard and Co, Suffolk st, Pall Mall, East
Schomburg Joseph Trigg, Q.C., Seend, Wilts. March 3. Tyloe and Co, Essex st, Strand
Sleighholm, George, Kirt-on-in-Lindsey, Lincoln, Farmer. March 7. Howlet, Kirt-on-in-Lindsey
Smith, Henry, Hatfield, Herts, Esq. Feb 25. Birch and Co, Lincoln's-inn-fields
Stephenson, William, Haxey, Lincoln, Engineer. March 7. Taylor and Newborn, Epworth
Waller, William, Hatfield, Hertford, Painter. March 25. Wade and Elwell, Sheffield
Weston, Sarah, Hartford, Chester. March 10. Fletcher, Northwich
Wilson, Rosa, Waltham, St Lawrence, Berks. April 30. Crowder and Co, Lincoln's-inn-fields

TUESDAY, Feb 4, 1879.

Akers, James Henry, Waltham Cross, Herts, Gent. March 1. Chapple and Co, Carter lane
Armitage, Edward, Cheltenham, Esq. March 28. Bubb and Co, Cheltenham
Bacon, George John, Southampton, Commander. March 1. Lampert, Southampton
Baden, Andrew, Long st, Enford, Wilts, Gent. March 10. Bradford and Fone, Swindon
Bicker, John, Wansford, Suffolk. March 15. Crox and Ram, Halesworth
Boote, Joseph, Sheffield, Quarry Owner. March 25. Parker and Hailford, Sheffield
Bracher, Mary Ann, Landport, Southampton. March 25. Edgcomb and Co, Portsea
Byron, Rev John, Elmstone, Gloucester. March 20. Wynne and Son, Lincoln's-inn-fields
Challenger, John, Doncaster, Butcher. July 15. Collinson and Co, Doncaster
Dawson, Henry, Chiswick, Artist. March 17. Lewis and Co, Old Jewry
Dearaley, William, Bristol, Schoolmaster. March 1. Barnard, Bristol
Donkin, Robert, Wyton, York, Farmer. April 5. Park, Hall
Eckies, Robert, Woolston, Southampton, Coal Merchant. April 1. Cowwell and Co, Southampton
Green, Thomas, Canvey rd, South Kilburn, Draper. March 1. Harry, Stone st, Knightridg
Guest, John Thomas, Walsal, Stafford, Ironfounder. March 25. Catterell, Walsal

March 8.
Titchhurst
Barnet,
Hickman
Wynne and
Chamtor.
Builder.
Manufacturer.
April 1.
Manufacturer.
Meade.
Birchin.
and How,
Dover
Mar 10.
R. Potts,
Staple.
and Co,
Garrard,
March 1.
Bright.
March 1.
Liver.
New sp.
March 8.
Bridge.

Hisco, John, New Broad st, F.R.C.S. March 7. Leman and Co.
Lincoln's-inn-fields
Moorcock, Edward George, Portsea, Hants, Newspaper Proprietor.
March 1. Feltham, Portsea
Jackson, Richard Nicholson, Ermington, Devon, Gent. March 22.
Sewery, Modbury
Kaufmann, Arnold, Nottingham, Lace Manufacturer. March 7.
Richards and Co, Nottingham
Kay, Joseph, Carr Bank, Lancaster. March 3. Anderton, Bury
Lass, Charles, Edgemoore, Oxford, Esq. March 25. Winkings Smith,
Lincoln's inn fields
Lloyd, Henry James, Margate st, Cavendish sq, Physician. March 15.
Parvey, Old Jewry
Meehan, Jane, Colchester, Essex. April 2. Smythies and Co, Col-
chester
Marden, William, Leeds. March 15. Middleton and Sons, Leeds
Maxwell, Harriet, Portsea, Southampton, Mar 25. Edgcombe and Co,
Portsea
Morris, Ralph, St Helens, Lancaster, Tool Maker. Mar 22. Riley and
Cook, St. Helens
Oldenham, Alexander Andrew, Wa-wick sq, Belgrave rd, Solicitor.
Mar 5. Oldenham, King's Arms yard
Parker, Turner, Lytham, Lancaster, Gent. Feb 23. Sale and Co,
Manchester
Pace, William, Bol-over, of no occupation. Feb 23. Gratton and
Marden, Chesterfield
Preston, Mary, Worminghall, Buckingham. April 25. Hollaway and
Birch, Thome
Summons, Thomas, Killiganceon, Cornwall, Esq. Mar 8. Hodge and Co,
Truro
Smith, Edmund, Burton-on-Trent, Wine and Spirit Merchant. Mar 25.
Costrell, Walsall
Stanley, Augustus George, Bombay Army, Esq. May 1. Bannister.
and Fache, John st, Bedford row
Stanley, William Henry, Bombay Army, Esq. May 1. Bannister and
Birch, John st, Bedford row
The Ann, Doncaster. May 1. Collinson and Littlewood, Doncas-
ter
Till, Rev. William Lawrence, East Moulsey, Surrey, Clerk. March 15.
Paine and Brettell, Quercy
Waring, Thomas, Newtown, Stafford, Victualler. Feb 21. Smith,
Wednesbury
West, Richard Thornton, Streatham Hall, Exeter, Esq. March 31.
Ankoll and Co, Tooley st, Southwark
Wigan, Alfred Sidney, Brompton sq, Comedian. Mar 15. Harvey, Old
Jewry
Wormald, John Foulston, Hatfield, York, Farmer. April 1. Collin-
son and Co, Doncaster

Bankrupts.

FRIDAY, Jan. 31, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Halkett, Patrick, Mark lane. Pet Jan 28, Hazlist. Feb 12 at 12

To Surrender in the Country.

Eyles, William L. E. Money, St Leonards-on-Sea, Gent. Pet Jan 25.
 Young, Hastings, Pet 19 at 12
 Love, Edward, B-eckenham, Kent, Builder. Pet Jan 24. Rowland.
 Croydon, Pet 11 at 11
 Melling, Henry, Ashton-upon-Ribble, Lancaster, Joiner. Pet Jan 29.
 Hutton, Preston, Pet 19 at 11
 Burgoyne, John, Aston-church-Birmingham, Licensed Victualler. Pet
 Jan 23. Parry. Birmingham, Pet 19 at 2
 Sumner, William Frederick, Reigate, Surrey, Clothier. Pet Jan 24.
 Rowland. Croydon, Pet 14 at 2.30
 Slight, William G., and Flowitt, Skegness, Lincoln, Plumbers.
 Pet Jan 22. Stanfield. Boston, Pet 11 at 12.30
 Smith, Joseph Moore, Kingston-upon-Hull, Seacaine Manufacturer.
 Pet 11. Rotherham, Pet 12 at 12.30
 Pett, Robert, Kingston-upon-Hull, Pet 12 at 3
 Wantall James, Hurst Green, Sussex, Miller. Pet Jan 25. Young
 Hastings, Pet 13 at 3

TUESDAY, Feb. 4, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Rains, Rosetta, and Eleazar Solomon Rains, Shoreditch, Hat Trimming Manufacturers. Pet Jan 31. Pepps. Feb 19 at 12

Roberts, Annie, Lower Belgrave st, South Pimlico. Pet Jan 30. Hazlitt. Feb 19 at 11

To Surrender in the Country.

Frost, Charles James, Bristol, Glass Dealer. Pet Jan 31. Harley-
 Bristol, Feb 17 at 2
 Harrell, Richard, and William Hurrell, Sherford, Devon, Farmers.
 Pet Jan 31. Gidley, East Stonehouse, Feb 29 at 12
 Marshall, T., Great Grimsby, Fancy Dealer. Pet Jan 29. Danbney.
 Great Grimsby, Feb 15 at 12
 Richardson, Ralph, Sheffield, Cowkeeper. Pet Jan 30. Waks, Sheffield,
 Feb 19 at 1
 Richards, John, New Malden, Surrey, Coal Merchant. Pet Jan 31.
 Bell, Kingston, Feb 20 at 4
 Sawyer, Charles Henry, Newcastle-upon-Tyne, Photographer. Pet Feb.
 1. Mordimer, Newcastle, Feb 14 at 10.30
 Thomas, Joseph, High St, Southgate, Coach Builder. Pet Jan 28.
 Putley, Edmonton, Feb 15 at 12
 Webb, Bloomfield Peter, Homey, Gloucester, Foreman. Pet Jan 35.
 Haines, Gloucester, Feb 15 at 11

Wright, Edward Hall, Great Yarmouth, Grocer. Pet Feb 1. Worledge.
Great Yarmouth. Feb 19

BANKRUPTCIES ANNULLED.

FRIDAY, Jan. 31, 1879.

Coakerell, George Russell, Sydenham, Kent, Gent. Nov 13
Fairclough, Robert Pemberton, Urmston, Lancaster, Grocer. Jan 29
Roosler, George, Oxford st, Stepney, Baker. Jan 27

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Jan 31, 1879.

Barker, Samuel, Balsall Heath, Worcester, Accountant. Feb 14 at 12 at offices of Higgs, Bennett's Hill, Birmingham

Barker, John, Rochdale, Millwright. Feb 14 at 2:30 at offices of Brierley, Butts avenue, Rochdale

Barrow, Henry, Surrey Canal, Peckham, Coal Merchant. Feb 14 at 12 at offices of Summerhays, Gresham house, Old Broad st

Barstow, Charles, Jun, Northam, York, Timber Merchant. Feb 10 at 3 at offices of Wavell and Co, George st, Halifax

Bevers, Joseph William, Rawmarsh, York, Tailor. Feb 13 at 11 at offices of Oxley and Co, Westgate, Rothamham

Bennett, William, Bermondsey st, Southwark, Master Cooper. Feb 14 at 3 at offices of Harrison, Bermondsey st, Southwark

Benton, William, Glossop, Derby, Grocer. Feb 14 at 11 at Falstaff Hotel, Market place, Manchester. Tremoway, Manchester

Biggs, Charles, Cardiff, Contractor. Feb 15 at 3 at offices of Tribes and Co, Colston, Cardiff

Bog, John Thomas, Hacknall-under-Hawthwaite, Nottingham, Miner. Agent. Feb 14 at 3 at offices of Gee, High st, Chesterfield

Booth, John, and William Booth, Burnley, Lancashire, Drapers. Feb 12 at 3 at offices of Artindale, Hargreaves st, Burnley

Bowden, James Charly, Swansea, Shipwrener. Feb 10 at 11 at offices of Cox, Adelaide chambers, Swansea

Brent, William, The Grange, Bermondsey, Tanner. Feb 12 at 3 at offices of Saffery and Hunter, Tooley st, Southwark

Brittain, William, Jun, Sunderland, Timber Merchant. Feb 14 at 3 at offices of Dixon, High st, West, Sunderland

Burn, James Thomas, Morphett, Bootmaker. Feb 11 at 12 at Douglas Hotel, Gralinger st, West, Newcastle-on-Tyne. Purdy, Morphett

Burrod, Alfred William, Great Yarmouth, Fish Merchant. Feb 13 at 12 at offices of Burton and Son, King st, Great Yarmouth

Butler, William, Harpenden, Hertford, Coal Merchant. Feb 6 at 3 at offices of Wells, Market place, St Albans

Cahen, Hippolyte Jacob, Coleman st, Bunhill row, Leather Merchant. Feb 13 at 3 at Guildhall Tavern, Gresham st, Hilcey, Cratched Friars

Cart-r, George, Leeds, Cloth Finisher. Feb 12 at 3 at offices of Walker, South parade, Leeds

Chinnock, George William, Rounton road, Bow, Slate Merchant. Feb 10 at 11 at offices of Hayward, Coleman st

Clerk, Edward, and David Campbell, Liverpool, General Merchants. Feb 19 at 2 at offices of Morris and Jones, Harrington st, Liverpool

Clayton, Robert, Shrewsbury, Innkeeper. Feb 11 at 11 at offices of Morris, Swan hill, Shrewsbury

Coxes, William, Durham, Painter. Feb 12 at 11 at Rose and Co, Corn Hill, Market place, Durham. Chapman, Durham

Cornwell, John, Ben Jonson's road, Stepney, Corn Dealer. Feb 14 at 3 at offices of Widdicombe, Matropoleian chambers, Broad st

Costall, Cornelius, Caythorpe, Lincoln, Carpenter. Feb 14 at 3 at offices of Durrance, Mint lane, Lincoln

Court, Edward, Wansley st, Walworth, Looking Glass Manufacturer. Feb 19 at 3 at offices of Ditton, Ironmonger lane

Crichton, James L, Leicester, Fancy Hosiery Manufacturer. Feb 13 at 3 at offices of Stone and Co, Welford place, Leicester

Cruse, John, Bideford, Devon, Butcher. Feb 13 at 12 at offices of Ford, Willott st, Bideford

Davies, John Henry, Nantgarth-road, Carnarthen, Draper. Feb 10 at 10:30 at offices of Morris, Quay st, Carmarthen

Davies, William, Mold, Flint, Innkeeper. Feb 12 at 2 at Queen Hotel, Chester. Roper

Dunham, Charles, Huddersfield, Leather Merchant. Feb 19 at 3 at Queen's Hotel, Wellington st, Leeds. Ramsden and Sykes, Huddersfield

Dethler, Theodore Charles, and William Jacques Dethler, Queen's gate terrace, Hotel Proprietors. Feb 19 at 3 at offices of Young and Co, Mildred's court, Poultry

Dickinson, William, Preston, Lancashire, Hotel Keeper. Feb 15 at 3 at offices of Blackthorn, Fox st, Preston

Dods, William, Manchester, Ironmonger. Feb 13 at 3 at Falstaff Hotel, Market place, Manchester. Tremoway, Manchester

Douglas, Frederick, Moss Side, Manchester, Salesman. Feb 20 at 3 at offices of Witherington and Co, Brown st, Manchester

Ellis, James, Ridley Wood, Denbigh, Farmer. Feb 12 at 11 at offices of Humphreys, Temple row, Wrexham

England, Joseph, Middleborough, Outfitter. Feb 13 at 11 at offices of Dobson, Goford st, Middleborough

Evans, Thomas L, Liverpool, Corn Merchant. Feb 14 at 3 at offices of Blease, Castle st, Liverpool. Harvey and Co, Liverpool

Fearby, Jonathan Fox, Plumby, York, Farmer. Feb 7 at 12 at offices of Mann and Sen, New st, York

Ferguson, Thomas Alexander, Libra road, Old Ford, Fancy Box Maker. Feb 5 at 11 at 42 Sardinia st, Lincoln's inn fields. Hicks, Globe road, Mile End

Fisher, John, Batley, York, Greengrocer. Feb 12 at 3 at offices of Watts and Son, Commercial st, Batley

Franks, George Henry, Gainsborough, York, Cabinet Maker. Feb 12 at 12 at offices of Jackson, Middleborough

Frearson, Joseph, Nottingham, Tailor. Feb 15 at 12 at off Brails, St Peter's chambers, St Peter's gate, Nottingham

Garrud, John, Commercial st, Spitalfields, Builder. Feb 12 at 2 at offices of Sheffield and Sons, Cullum st

Godfrey, George, Ipswich, Fruiterer. Feb 12 at 3 at Pearce's Rooms, Princes st, Ipswich. Hill, Ipswich

Green, Henry, Burford, Oxford, Draper. Feb 13 at 3 at offices of Boots and Edgar, Booth st, Manchester

Green, Henry Robert, and James William Shaw, Higher Hilgate, Stockport, Hat Manufacturers. Feb 11 at 3 at offices of Coppock and Co, Vernon st, Stockport

Grey, James, Weston, Norfolk, Grocer. Feb 13 at 2 at offices of Stanley, Bank place, Norwich

Hakowski, Joseph, Gerrard st, Soho, Silversmith. Feb 19 at 2 at 3 Salters' hall court, Cannon st. Miller and Co

Hall, John Sanford, Braunstone gate, Leicester, Manufacturer of Sewing Thread. Feb 17 at 3 at Leicester Trade Protection Society, New st, Leicester. Harris, Leicester

Hamer, Sarah Ann, Shieldfield, Newcastle-upon-Tyne, Provision Dealer. Feb 13 at 2 at offices of Stanford, Collingwood st, Newcastle-upon-Tyne

Hardwicke, Maurice Edward, Cheltenham, Tailor. Feb 10 at 10 at offices of Foster, North place, Cheltenham

Harris, David, Chorlton-upon-Medlock, Manchester, Builder. Feb 19 at 3 at offices of Casper, Braunstone st, Manchester

Hartley, William, Leeds, General Dealer. Feb 11 at 11 at offices of Dresser and Wells, East parade, Leeds

Hempshall, Samuel, Great Driffield, York, Printer. Feb 7 at 2 at offices of Dunn, Market place, Great Driffield

Hilbery, Francis, Leadenhall st, Shipowner. Feb 12 at 2 at offices of Hilbery, Crutched Friars

Hill, Charles Robert, Gower place, Euston sq, Baker. Feb 25 at 12 at the Law Institution, Chancery lane. Vanderpump, Gray's inn sq

Holland, James, Little Chester, Derby, Coal Merchant. Feb 19 at 3 at offices of Leech, St James's chambers, Derby

Hilliard, George, Reading, Confectioner. Feb 12 at 11 at offices of Dodd, Friar st, Reading

Hooper, Henry, Templecombe, Somerset, Coal Dealer. Feb 17 at 12 at the Royal Hotel, Templecombe. Davies, Sherborne

Hurley, Abraham, Williton, Somerset, Miller. Feb 13 at 11 at offices of Reed and Cook, Paul st, Tanton

Hulton, Robert, Melton Mowbray, Leicester, Coachman. Feb 14 at 11 at offices of Barker, jun, Sherard st, Melton Mowbray

Hutton, Thomas Webster, Newcastle-upon-Tyne, Provision Merchant. Feb 17 at 11 at offices of the Incorporated Law Society, Royal arcade, Newcastle-upon-Tyne. Ingledew and Daggett, Newcastle-upon-Tyne

Isaac, Hopkin, Mount Pleasant, Carmarthen, Innkeeper. Feb 20 at 10.30 at the Cross Inn Hotel, Cross Inn, Llandeibis. Bishop, Llandilo

Jackson, Henry, Leeds, Provision Dealer. Feb 12 at 2 at offices of Blackwell, Bank st, Leeds. Harle, Leeds

Jacobs, Henry, Ipswich, Dealer in Glass. Feb 13 at 1 at offices of Flint and Co, Cheside. Jockman and Sons

Jenkins, Robert, Forthcawl, Glamorgan, Bootmaker. Feb 19 at 12 at offices of Stockwood, jun, Townhall chambers, Bridgend

Johnson, Richard, Hereford, Tailor. Feb 14 at 4 at offices of Corner, High Town, Hereford

Johnson, Thomas, Stockton-upon-Tees, Grocer. Feb 13 at 3 at offices of Draper, Finkle st, Stockton-upon-Tees

Joyce, Henry, Godalming, Surrey, Nurseryman. Feb 12 at 2 at Guildford chambers, Guildford. Preston, Guildford

Kershaw, Thomas, Oldham, Corn Dealer. Feb 18 at 3 at offices of Woodall and Marriott, Norfolk st, Manchester

Lacey, Alleek, Newport, I.W., Butcher. Feb 14 at 3 at Warburton's Hotel, Quay st, Newport. Hooper, Newport

Lane, William, Norton Folgate, Licensed Victualler. Feb 11 at 10 at offices of Norman, Great Marlborough st

Landner, James, Redruth, Cornwall. Feb 10 at 12 at the Grand Hotel, Broad st, Bristol. Trevena, Truro

Levazuno, Filippo, Birmingham, out of business. Feb 14 at 3 at offices of Horton, Colmore row, Birmingham

Lewis, William, Wauwan, Swansea, Bookseller. Feb 10 at 11 at offices of Thomas, York place, Swansea

Liles, Frederick, Lower New-od, Surrey, Builder. Feb 10 at 3 at offices of Lewis, Chancery lane. May, Chancery lane

Lincoln, John, South Shields, Collector of Rates. Feb 15 at 10 at offices of Blair, King st, South Shields

Lister, Joseph Dyson, Bradford, Eating House Keeper. Feb 13 at 11 at offices of Berry and Robinson, Charles st, Bradford

Livingstone, William, Newcastle-upon-Tyne, Cabinet Maker. Feb 11 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne

Mallett, Richard Edgar, Manchester, Commercial Traveller. Feb 18 at 3 at offices of Boots and Edgar, Booth st, Manchester

Marlow, Charles, and Charles John Marlow, Wolverhampton, Coal Merchants. Feb 11 at 11 at offices of Stratton, Queen st, Wolverhampton

Marsden, Edwin, Batley Carr, York, Greengrocer. Feb 18 at 3 at offices of Scholes and Son, Leeds rd, Dewsbury

Martin, Enoch, Billingham Dales, Lincoln, Farmer. Feb 15 at 11 at offices of Tweed and Co, Saltergate, Lincoln

Mitchell, Martha, Kingston-upon-Hull, Tailor. Feb 10 at 3 at the Star Hotel, Dock st, London. Summers, Hull

Mitchell, Frederick, Priest court, Merchant. Feb 24 at 12 at the Law Institution, Chancery lane. Vanderpump, Gray's inn sq

Mole, John Nathaniel, Judd st, Euston rd, Shoemaker. Feb 18 at 11 at 162, Fleet st. Davis, Essex st, Strand

Morgan, James, Stratford, Lancashire, Grocer. Feb 14 at 3 at offices of Haslam, Hanging Ditch, Manchester

Moy, Robert, Kinver, Stafford, Saddler. Feb 19 at 11 at offices of Rogers, High st, Stowbridge

Murphy, Joseph, Liverpool, Tailor. Feb 12 at 3 at offices of Lynch and Iscey, Gayle st, Liverpool

Neave, George, Barrow-in-Furness, Fish Dealer. Feb 18 at 11 at the Imperial Hotel, Barrow-in-Furness. Sims, Barrow-in-Furness

Nelson, William, Manchester, Confectioner. Feb 14 at 3 at offices of Bowden, Manchester

Newton, Alfred, New London st, Seed Merchant. Feb 11 at 3 at offices of Chatteris and Co, Queen Victoria st. Morley and Shirreff, Palmerston Buildings

Newton, John, Eccles, Lancaster, Insurance Agent. Feb 20 at 3 at offices of Leach, St Ann's sq, Manchester

Nicholson, Alexander, Sunnyside, Durham, Grocer. Feb 14 at 3 at offices of Patrick, jun, Newgate st, Bishop Auckland

Nicol, James Dyce, and Michie, Alexander, Leadenhall st, Merchants. Feb 26 at 2 at offices of Harding and Co, Old Jewry. Murray and Co, Birchlin lane

Noonan, John, Lincoln, no occupation. Feb 13 at 11 at offices of Burton and Scorer, Lincoln

O'Dogherty, Edward, Bridge Tenement, Cornwall, Farmer. Feb 17 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth

Payne, Charles, Salford, Warwick, Brickmaker. Feb 12 at 3 at offices of Barton, Union passage, Birmingham

Payne, John, Crowfield, Northampton, Farmer. Feb 14 at 3 at offices of Whitehorn, High st, Banbury

Payne, William, Minster, Kent, Dealer. Feb 15 at 11 at offices of Stallon, Edward st, Sheerness

Pearson, Joseph, Whitehaven, Draper. Feb 14 at 11 at offices of Mason, Duke st, Whitehaven

Peacock, Frederick, Lew, Oxford, Farmer. Feb 21 at 1 at Marlborough Arms, Hotel, Witney. Mallam, Oxford

Petch, William, North Frodingham, York, Joiner. Feb 7 at 11 offices of White, Exchange st, Great Driffield

Pil, Henry, Paradise row, Bethnal Green, Boot and Shoe Manufacturer. Feb 8 at 12 at offices of Medcalf, King st, Cheapside

Potter, William, Scholes, Wigan, out of business. Feb 12 at 3 at offices of Byron and Bell, King st, Wigan

Povey, Peter, Tunstall, Stafford, Tobaccoist. Feb 12 at 12 at offices of Salt, High st, Tunstall

Rees, Frederick, Ashton-under-Lyne, Plasterer. Feb 13 at 3 at the Pitt and Nelson Hotel, Old st, Ash-on-under-Lyne. Clayton, Ashton-under-Lyne

Richardson, John, Isaacod, Dumbigh, Farmer. Feb 12 at 12.30 at offices Humphreys, Temple row, Wrexham

Roberts, John Robert, Tooley st, Southwark, Potato Salesman. Feb 27 at 3 at offices of Lee, New inn, Strand

Robinson, John, Barrow-in-Furness, Grocer. Feb 17 at 11 at offices Garnett, Crellin st, Barrow-in-Furness

Robinson, Joseph, Baildon, York, Bootmaker. Feb 17 at 3 at offices of Wilkinson, Kirkgate, Bradford

Rushforth, Ann, William Rushforth, and James Rushforth, Torwar, Lancaster, Ribbon Manufacturers. Feb 14 at 11 at Temperance Hall, Ulverston. Jackson, Ulverston

Rushforth, Robert, Frizinghall, York, Joiner. Feb 13 at 3.30 at offices of Nell, Kirkgate, Bradford

Sargeant, Selina Ann, and Sarah Elizabeth Sargeant, Hanley, Stafford, Milliners. Feb 14 at 3 at the North Western Hotel, Stafford. Padcock and Sons, Hanley

Schofield, John Thomas, Boleyn rd, Kinsland, Corn Dealer. Feb 14 at 2 at offices of Barrett, John st, Bedford row

Shaw, Thomas, Bradford, York, out of business. Feb 13 at 11 at offices of Singleton, New Boot st, Bradford

Sheppard, William, Stourton Canale, Dorset, Farmer. Feb 17 at 3 at the Digby Hotel, Sherborne. Watts, Yeovil

Short, William, Leckhampton, Gloucester, Draper's Assistant. Feb 17 at 4.30 at offices of Billings, Regent st, Cheltenham

Simpson, David, South Shore, Blackpool, out of business. Feb 19 at 3 at offices of Crowther and Co, Bath chambers, York st, Manchester. Minor, Manchester

Slack, John, Gateshead, Durham, Grocer. Feb 12 at 3 at offices of Dix, Wellington chambers, Gateshead

Smith, Edward, Aldershot, Furniture Dealer. Feb 14 at 12 at South Western Hotel, Station rd, Aldershot. Eve, Aldershot

Smith, James Henry, Leek, Stafford, Innkeeper. Feb 19 at 11.30 at Sea Lion Inn. Parrott and Co, Macclesfield

Smith, John Martin, Retford, Nottingham, Hairdresser. Feb 13 at 11 at offices of Marshall, Chapel gate, East Retford. Bescoy, East Retford

Smithies, George, Oldham, out of business. Feb 12 at 3 at offices of Clegg, Clegg st, Oldham

Spencer, James, Breilmet, Lancaster, Shopkeeper. Feb 21 at 3 at offices of Taylor and Sons, Mawdesley st, Bolton

Stammers, Arthur, Regent st, Tailor. Feb 24 at 2 at Guildhall Coffee house, Gresham st. Lovell, Guildhall chambers, Basinghall st

Stamp, Elijah, Horfield, Gloucester, Builder. Feb 11 at 12 at offices of Milne and Co, Caledonian chambers, St Stephen's avenue, Bristol. Russell and Co

Staples, Edward, Watney st, Commercial rd, Cheesomonger. Feb 14 at 2 at offices of Bastard, Brabant court

Stranger, John, Mount Pleasant, Stafford, Licensed Victualler. Feb 7 at 11 at offices of Clulow, High st, Brierley Hill

Swanson, William, Gateshead, Durham, Beerhouse Keeper. Feb 11 at 3 at offices of Allan and Davies, Grainger st, Newcastle-upon-Tyne

Tappendo, Charles John, Little Sutton, Cheshire, Gentlemen. Feb 14 at 2 at Inns of Court Hotel, High Holborn, Finsis and Wylie, Surrey st, Strand

Taylor, John, Carr Gate, near Wakefield, Greengrocer. Feb 12 at 3 at offices of Lodge, Wood st, Wakefield

Taylor, Thomas, Navarino road, Dalston, Wholesale Provision Merchant. Feb 17 at 4 at offices of Chandler, Guildhall chambers, Gresham st

Thompson, John Henry, Newcastle-upon-Tyne, Painter. Feb 26 at 3 at offices of Scott, King st, South Shields

Thornes, John, Kingston-upon-Hull, Timber Merchant. Feb 12 at 2 at Imperial Hotel, Paragon st, Kingston-upon-Hull. Levett and Champney, Hull

Threapleton, Joseph, Pagger, Huddersfield, Yarn Spinner. Feb 17 at 3 at offices of Ramsden and Sykes, John William st, Huddersfield

Tibbitts, Albert, Horeberry rd, Westminster, Grocer. Feb 13 at 3 at offices of Ruel, King st, Cheapside

Todd, Ruthen, Whitechurch, Bucks, Dealer. Feb 19 at 2 at Bell Hotel, Winslow. Rawson, Great Marlow

Varnon, Thomas, Birmingham, Draper. Feb 13 at 11 at Union Hotel, Union st, Birmingham. Shakespeare, Oubury

Volney, John, Son-hend, Essex, Cabinet Maker. Feb 20 at 12 at offices of Digby and Jones, Church passage, Chancery lane. Bird, Maidon

Valm, Edward, Bishopgate st Without, Bootmaker. Feb 17 at 3 at offices of Clements, Queen st. Haigh and Agar, Gresham st. Wellington, Charles, Paddiham, Lancaster, Cotton Spinner. Feb 13 at 11.30 at Old Bull Hotel, Blackburn. Eastham, Clitheroe. Walker, George, "Negroville", Derby, Shopkeeper. Feb 15 at 3 at offices of Gee, High st, Chesterfield. Walmsley, Lawrence, Tottleborough, Lancaster, Coal Merchant. Feb 11 at 2.30 at offices of Brierley, Brierley's avenue, Rochdale. Walsh, Joseph, Leeds, Commission Agent. Feb 11 at 12 at Saracen's Head, Boar lane, Leeds. Rhodes, Bradford. Walsh, William, Stockton-on-Tees, Clothier. Feb 17 at 2 at Mitro Hotel, Cathedral gates, Manchester. Dawhurst, Manchester. Van, William, and Joseph Wess, Little Smeaton, York, Farmers. Feb 17 at 2 at Red Lion Hotel, Pontefract. Arundel and Son. Valley, George, West Bromwich, Stafford, Broker. Feb 12 at 11 at Talbot Hotel, Oldbury. Shakespeare, Oldbury. Viley, Thomas M. Lillington, Birmingham, Carpenter. Feb 12 at 11 at offices of Taylor, Colmore row, Birmingham. Wilkinson, Alfred, Bradford, Wool Top and Nail Merchant. Feb 14 at offices of Rawson and Co, Piccadilly, Manchester. Wilkinson, Frank, Huddersfield, Grocer. Feb 14 at 2 at Moseley Hotel, Market st, Manchester. Ainsley and Hall, Huddersfield. Will, Elias, Bristol, Currier. Feb 12 at 3 at offices of Brown, Foster's chambers, Small st, Bristol. Wilson, Thomas, Gateshead, Durham, Builder. Feb 14 at 3 at Incorporated Law Society, Royal arcade, Newcastle-upon-Tyne. Emley, Newcastle. Wood, John, Middlesbrough, Yeast Merchant. Feb 8 at 10 at offices of Ward, Albert road, Middlesbrough. Woodall, Thomas Lewis, Bristol, out of business. Feb 14 at 1 at offices of Fricks and Co, City chambers, Nicholas st, Bristol. Brittan and Co, Bristol.

TUESDAY, Feb. 4, 1879.

Adams, Joseph Henry, Chelmsford, Essex, Grocer. Feb 20 at 11 at offices of Meager, Duke st, Chelmsford. Allen, Levi, Batley, York, Warehouseman. Feb 17 at 10 at offices of Wooler, Exchange buildings, Batley. Andrew, James, Liverpool, Butcher. Feb 14 at 11 at offices of Andrew, South John st, Liverpool. Austin, Alfred, Leicester, Pianoforte Dealer. Feb 20 at 3 at the Freemasons' Tavern, Great Queen st, Lincoln's inn fields. Loseby and Co, Leicester. Austin, John Holt, Newcastle-under-Lyme, Grocer. Feb 18 at 11 at offices of Tomkinson and Furnival, Hancaster st, Burslem. Badley, William, South Emsall, York, Lime Burner. Feb 14 at 3 at the Great Bell Hotel, Wakefield. Ibberson, Dewsbury. Baker, Jonas, Brigatue, York, Dealer in Furniture. Feb 19 at 10.30 at offices of Hutchinson, Piccadilly chambers, Piccadilly, Bradford. Baker, Samuel Alphens, Gloucester, Grocer. Feb 17 at 3 at offices of Baker, St John's lane, Gloucester. Balton, Thomas, Melbourne Common, Derby, Farmer. Feb 20 at 3 at offices of Leech, St James's st, Derby. Baker, John, Bradford, York, Worsted Spinner. Feb 14 at 3 at offices of Peel and Gantt, Chapel lane, Bradford. Bannet, Frederick John, Mount st, Grosvenor sq, Auctioneer. Feb 17 at 11 at offices of Preston, Mark lane. Barlett, John Jeffery, Bromham, Wilts, Innkeeper. Feb 14 at 3 at the Great Western Hotel, Dorchester st, Bath. Grey, Bradford-on-Avon. Barnes, Eugene, Pontypriid, Watch Maker. Feb 17 at 12 at offices of Holson and Haigh, Waterloo st, Birmingham. Bell, John, Flimby, Cumberland, Joiner. Feb 21 at 11 at offices of Bailey, Bridge st, Worthington. Bell, William, Newcastle-upon-Tyne, Hotel Proprietor. Feb 14 at 2 at offices of Joel, Newgate st, Newcastle-upon-Tyne. Bennett, Oliver, Newington causeway, Tailor. Feb 11 at 3 at offices of Mortman, Gloucester st, Regent st. Bennett, George Rowland, New North rd, Toy Dealer. Feb 12 at 3 at offices of Lawes, Queen Victoria st. Birington, Henry, Hanley, Stafford, China Painter. Feb 17 at 11 at offices of Lawrence, Cheapside, Hanley. Blum, Joseph, Gateshead, Durham, out of business. Feb 21 at 2 at offices of Eldson, Royal arcade, Newcastle-upon-Tyne. Broadford, Charles, Grenard rd, Peckham, out of business. Feb 17 at 1 at the Station Hotel, Camberwell New rd. Goatly, Bow st, Covent Garden. Broull, Isaac, Ardwick, Lancashire, Mineral Water Manufacturer. Feb 20 at 11 at offices of Weston and Co, Manchester. Brumby, Joseph, Smethwick, Baker. Feb 20 at 11 at offices of Bower and Co, Paradise st, Birmingham. Bryles, James, Greenwich, Kent, Boot Maker. Feb 17 at 3 at offices of Hallam, South sq, Gray's inn. Bunt, Joseph, Wolverhampton, Lock Manufacturer. Feb 21 at 3 at offices of Rhodes, Queen st, Wolverhampton. Bunt, John, Birmingham, Retail Brewer. Feb 14 at 11 at offices of Taylor, Colmore row, Birmingham. Burns, Samuel John, Newport, Monmouth, Coal Merchant. Feb 14 at 10 at offices of David, Cambria chambers, Tredegar place, Newport. Busby, John, Harwich, Essex, Innkeeper. Feb 26 at 1 at the Crown and Anchor Hotel, Westgate, Ipswich. Gudgeon, Stowmarket. Briggs, William, Aldershot, Hants, Clothier. Feb 17 at 12 at offices of Eve, Victoria rd, Aldershot. Brocking, Lewis, Berners st, Oxford st, Costume Manufacturer. Feb 19 at 15 at the Guildhall Tavern, Gresham st. Ashurst and Co, Old Jewry. Brooks, William, Blackburn, Shoemaker. Feb 17 at 3 at offices of Rutland, Northgate, Blackburn. Brown, Matthew, New Mills, Derby, Builder. Feb 21 at 3 at offices of Chorlton, Braxennoose st, Manchester. Brown, William, Knottingley, York, Mariner. Feb 19 at 2 at offices of Wilson, Pontefract. Bunk, Thomas, Bolton, Lancashire, Draper. Feb 19 at 3 at the Mitro Hotel, Cathedral Gates, Manchester. Dawson and Pennington. Burwell, Frederick William, Skirbeck, Lincoln, General Dealer. Feb 17 at 11 at offices of Thomas, Emsley lane, Boston. Burton, James, Kingston-upon-Hull, Potato Merchant. Feb 17 at 11 at offices of Stand and Sibree, Bishop lane, Kingston-upon-Hull.

Burton, Robert, Nottingham, General Dealer. Feb 14 at 12 at offices of Belt, Middle pavement, Nottingham. Butler, John, Coventry, Provision Dealer. Feb 15 at 11 at offices of Hughes and Massor, Little Park st, Coventry. Canton, James, Pembroke, Publican. Feb 17 at 11 at offices of Williams, Lower Meyrick st, Pembroke. Chadderton, John, and Benjamin Haigh, Dukinfield, Cheshire, Iron Founders. Feb 10 at 3 at the King's Arms Hotel, Spring gardens, Manchester. Clayton, Ashton-under-Lyme. Chapman, William, 3 uth st, Isleworth, Journeyman Baker. Feb 13 at 1 at offices of Lay, Townhall, Brentford. Chappell, William, Burton-on-Trent, Stafford, Builder. Feb 13 at 11 at the Royal Hotel, Ashby-de-la-Zouch. Slingsby, Naseaton. Charlesworth, Marshall, Greetland, York, Butcher. Feb 24 at 4 at offices of Rhodes, Horton st, Halifax. Chessell, William, Northwood, Isle of Wight, Farmer. Feb 14 at 11 at offices of Beckingsalls, Lugley st, Newport. Cook, James Brokenbire, Loxanwick, Cornwall, Implement Maker. Feb 14 at 11 at offices of Square, George st, Plymouth. Cosker, Robert, Oldham, Bricklayer. Feb 15 at 11 at offices of Fripp, Clegg st, Oldham. Codd, Charles, Haselor, Warwick, Farmer. Feb 21 at 11.30 at offices of New and Co, Bridge st, Oldham. Cole, Frederick, Newton Abbott, Devon, Travelling Draper. Feb 24 at 12 at the Globe Hotel, Newton Abbot. Mackenzie and Hext, Torquay. Coleman, William, Hardingham, Norfolk, Farmer. Feb 17 at 12 at offices of Hampson, Rumpant Horse st, Norwich. Cowen, Maurice, Manchester, Importer of Clocks. Feb 14 at 12 at offices of Hodgson and Haigh, Waterloo st, Birmingham. Crimp, Arthur, and Benjamin Crimp, Bristol, Egg Dealers. Feb 17 at 2 at offices of Brown, Foster's chambers, Small st. Crossley, George, Alcester, Warwick, Needle Manufacturer. Feb 14 at 2 at offices of Langston and Co, Alcester. Cumming, James Bannerman, Great St Helen's, Commission Agent. Feb 20 at 3 at offices of Stubbard and Co, Lendenhall st. Davies, Joseph, St. Clears, Carmarthen, Innkeeper. Feb 12 at 2 at offices of Locatelle, Narberth. Davies, Thomas Jones, Devizes, Contractor. Feb 17 at 3 at offices of Meek and Jackson, St John st, Devizes. Deakin, Aaron, Lapley Wood, Stafford, Baker. Feb 14 at 11 at offices of Langman, Queen st, Wolverhampton. Dodds, Robert, and Eliza Deacon, Darlington, Durham, Provision Dealers. Feb 14 at 10 at offices of Wooler, Priestgate, Darlington. Dodsworth, Charles, Little Stonegate, York, Coach Builder. Feb 18 at 11 at offices of Young, Low Ousegate. Dawell, Alexander Wood, Bournemouth, Hotel Proprietor. Feb 27 at 11 at the Pembroke Hotel, Bournemouth. Aldridge and Aldridge, Poole. Duffield, Frederick, Wolverhampton, Floor Cloth Warehouseman. Feb 18 at 3 at offices of Wilcock, Queen's chambers, North st, Wolverhampton. Ellwood, William, Blackburn, Innkeeper. Feb 18 at 3 at offices of Haworth, Lord st West. Everest, William Bolden, Newington, Kent, Farmer. Feb 20 at 12 at the Bull Hotel, Sittingbourne. May, Bishopgate st without. Farwig, Christian Arnold, Union st, Southwark, Ironmonger. Feb 10 at 3 at offices of Cooper, Chancery lane. Faniks, Ellen, Leicester, Licensed Victualler. Feb 13 at 3 at offices of Loseby and Co, Market place, Leicester. Featherstone, William, and Albert Featherstone, Wiveliscombe, Somerset, Auctioneers. Feb 18 at 11.30 at the Railway Hotel, Taunton. Reed and Cook, Bridgewater. Fletcher, George, Long Sutton, Lincoln, Farmer. Feb 17 at 11 at offices of Mossop and Mossop, Long Sutton. Forman, Thomas, Hollydale rd, Peckham, Builder. Feb 12 at 3 at offices of Bradford and Hare, Old Broad st. Fuld, Bernhard, Leather lane, Holborn, Diamond Worker. Feb 24 at 3 at offices of Goldberg and Langdon, West st, Finsbury circus. Gadsden, James, Portsmouth, out of business. Feb 19 at 2 at 98, Cheapside. Blake and Reed, Portsea. Gott, John, Kirkgate, Leeds, Fruiterer. Feb 17 at 3 at offices of Bolton, Old Bank chambers, Leeds. Grace, William, and Robert Wicks, Richmond, Surrey, Ginger Beer Manufacturers. Feb 14 at 11 at Rose Cottage, St John's grove, Croydon. Dennis, Croydon. Graveley, William Henry, Old Ford rd, Victoria park, Engineer. Feb 27 at 2 at offices of Birchall, Mark lane. Grierson, Matthew, Wigan, Draper. Feb 15 at 11 at offices of Scott and Ellis, the Arcade, King st, Wigan. Griffin, Joseph, Baboary, Somerset, Farmer. Feb 10 at 12 at the Red Lion Inn, Yeovil. Watts, Yeovil. Gulliver, John, Piddington, Northampton, Timber Merchant. Feb 17 at 12 at offices of Andrew, Market sq, Northampton. Gwyther, Edwin Cooper, Swansea, Boot Dealer. Feb 17 at 2 at offices of Stibb, Exchange West, Bristol. Hall, William, Dighton, Barham, Sewing Machine Agent. Feb 19 at 1 at offices of Barnes, North Bailey. Hammond, John, Manchester, Grocer. Feb 17 at 3 at 89, Corporation st, Manchester. Doyle, Manchester. Harris, Joseph, Sandling, Kent, Farmer. Feb 19 at 1 at the Ball Hotel, Week st, Maidstone. Field, Farnival's inn. Haskins, John, Yate, Gloucester, Farmer. Feb 17 at 12 at offices of Dix, Exchange, Bristol. Hawkins, Edwin, Bristol, Painter. Feb 17 at 1 at offices of Beckingsham, Albion chambers, Broad st, Bristol. Haynes, Joseph, Sandon, Stafford, Wheelwright. Feb 14 at 11 at offices of Hand and Co, Martin st, Stafford. Hodgson, John Kirk, Thornton Heath, Surrey, Lime Merchant. Feb 17 at 3 at offices of Salaman, King st, Cheap-side. Howard, Henry, Stockport, Cheshire, Corn Factor. Feb 20 at 2.30 at the Spread Eagle Hotel, Corporation st, Manchester. Johnston, Stockport. Howard, William, Weybridge, Surrey, Farmer. Feb 19 at 3 at offices of Slater and Co, Guildhall chambers, Basinghall st. Hewitt, Nicholas lane. Howlett, Robert, Dullingham, Cambridge, Innkeeper. Feb 18 at 12 at offices of Fenn, Newmarket.

Hucker, Charles, Southsea, Hants, Upholsterer. Feb 17 at 3 at 08, Chesapeake, Walker and Waincoat, Landport.

Hunt, William, Wincote, Warwick, Station Master. Feb 14 at 12 at offices of Hewes and Wakes, Temple st, Birmingham.

Hutchinson, William, Lambley, Northumberland, Farmer. Feb 17 at 1 at offices of Bainbridge and Millican, Alston, Cumberland.

Hutton, Frederick, Rookbridge, Somerset, Saddler. Feb 18 at 11 at offices of Smith, Swedenham terrace, Weston-super-Mare.

Isaacs, William Caddy, Misterton, Somerset, Baker. Feb 20 at 12 at offices of Watts, Yeovil.

Jefferson, Nicholas Winn, Broughton rd. Stoke Newington, Builder. Feb 12 at 4 at offices of Chandler, Guildhall chambers, Basinghall st.

Jennings, John, Bradford-on-Avon, Wilts, Draper. Feb 15 at 3 at the Great Western Hotel, Snow hill, Birmingham.

Jewell, Henry William, Puckland, Hants, Pawnbroker. Feb 18 at 3 at offices of Blake, Queen st, Portsea.

Johnson, David, Hodson, nr Swindon, Wilts, out of business. Feb 14 at 2 at offices of Tribe and Co, Bristol.

Johnson, Robert George, Oldham, Draper. Feb 18 at 3 at offices of Fris, Clegg st, Oldham.

Jones, David, Meffre Newydd, Denbigh, Farmer. Feb 19 at 1 at the Saracen's Head Hotel, Cerrig-y-druidion, nr Corwen. Pasingham, "Bala."

Jowett, Preston, Kingston-upon-Hull, Licensed Victualler. Feb 18 at 11 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull.

Kendrick, Cornelius Milton Ebdowes, Newington Butts, Pianoforte Dealer. Feb 10 at 2 at offices of Andrews and Mason, Ironmonger lane. Wood, St Paul's churchyard.

Kilborn, Vincent, Manchester, Commission Agent. Feb 19 at 11 at 3 at offices of Beote and Edgar, Booth st.

Kitchin, Thomas, and John Frederick Taylor, Southwark st, Southwark, Hop Merchants. Feb 18 at 2 at 42, Southwark st. Hawks and Co, Borough Hill st.

Knight, Thomas, Nottingham, Bootmaker. Feb 17 at 12 at offices of Richards and Woodward, Weekday cross, Nottingham.

Knowles, Andrew, Bulwell, Nottingham, Plumber. Feb 19 at 2, Friar lane, Nottingham.

Lee, Frederick, Bideford, Devon, Builder. Feb 17 at 12 at offices of Hoie and Peard, Willett st, Bideford.

Lewis, Jacob, Midway rd, Stoke Newington, Importer of Fancy Goods. Feb 17 at 3 at offices of Green, Queen st.

Lowry, James, Ardwick, Lancashire, Watch Maker. Feb 17 at 3 at offices of Vaughan-Jones, Bridge st, Manchester.

Markey, James, Liverpool, Corn Merchant. Feb 18 at 3 at offices of Lynch and Tebb, Castle st, Liverpool.

Martin, William, Heanton Punctardon, Devon, Farmer. Feb 17 at 11.30 at offices of Thorne, Castle st, Barnstable.

McComas, Thomas, Old Broad st, Merchant. Feb 26 at 3 at the Cannon st Hotel, Cannon st. Chamberlain, Basinghall st.

Meredith, David, Cwmvay, Mon, out of business. Feb 17 at 10 at offices of Sayce, Lion rd, Abergavenny.

Mitchell, Henry, Little Horton, York, Stuff Manufacturer. Feb 17 at 11 at offices of Gardiner and Jeffery, Bond st, Bradford.

Moore, John Henry, Richmond, Wine Merchant. Feb 14 at 3 at offices of Philbrick and Corpe, Austin Friars.

Morris, Daniel Tomkins, Steeple Aston, Oxford, Miller. Feb 14 at 12 at offices of Parr, Colmore row, Birmingham.

Munro, Alexander, Kingston-upon-Hull. Feb 13 at 2 at offices of Torry, Cogan's chambers, Bowdley lane, Hull.

Morganroby, James, Bradford, Blacksmith. Feb 15 at 11 at offices of Celer, Fieze Hall rd, Bradford.

Nye, James, Sevenoaks, Farmer. Feb 15 at 3 at the Gate Inn, Hildenborough, nr Tonbridge.

Oiler, Joseph, Moulton, Cheshire, Salt Boiler. Feb 17 at 12 at offices of Fletcher, Widdington, Northwich.

Onslow, Cyrus Edmund, Broseley, Salop, Veterinary Surgeon. Feb 20 at 12 at offices of Marcy, Walker st, Wellington.

Orr, David, Windermere, Hotel Keeper. Feb 18 at 12 at the County Hotel, Ulverston. Thompson, Kendal.

Owen, Edmund Lloyd, sen, Iron Acton, Gloucester, Mining Engineer. Feb 14 at 12 at offices of Salmon, Broad st, Bristol.

Owen, Edmund Lloyd, jun, Iron Acton, Gloucester, Farmer. Feb 14 at 2.30 at offices of Salmon, Broad st, Bristol.

Owen, William, Cwmigiedd, Brecknock, Grocer. Feb 17 at 11 at offices of Harland and Co, Rutland st, Swansea.

Pears, Robert Graham, Penrith, Cumberland, Coach Builder. Feb 21 at 2.30 at offices of Armon, St Andrew's pl, Penrith.

Pevelier, William, Ormside st, Old Kent rd, Leather Manufacturer. Feb 10 at 11 at offices of Biggendon, Finsbury sq buildings, Finsbury sq.

Pillow, William James, Liverpool, Music Publisher. Feb 28 at 3 at offices of Connor, Victoria st, Liverpool.

Plaistow, Richard William, Lee, Buckingham, Farmer. Feb 17 at 2 at the Crown Inn, Aylesbury.

Proud, John, Newcastle-upon-Tyne, Innkeeper. Feb 14 at 2 at offices of Elsdor, Royal arcade, Newcastle-upon-Tyne.

Recliffe, John, Longton, Tailor. Feb 18 at 12 at offices of Robinson, King st, Longton.

Rawson, Thomas, Crich, Derby, Boot Manufacturer. Feb 20 at 2 at the Maypole Hotel, Nottingham.

Reckaby, Matthew, Darlington, Grocer. Feb 13 at 3 at offices of Wilkes, Northgate, Darlington.

Rilton, William, Barrow-in-Furness, Watch Maker. Feb 21 at 11 at 17, Strand, Barrow-in-Furness.

Roots, Martin, Crayford, Kent, Butcher. Feb 12 at 11.30 at offices of Haywards and Co, Spital st, Dartford.

Roston, Charles, Barnsley, out of business. Feb 18 at 11 at offices of Dibb and Co, Regent st, Barnsley.

Salmon, Thomas, Church Coppesall, Cheshire, Innkeeper. Feb 20 at 11 at the Adelphi Inn, Earsie st, Crewe.

Shaw, Joseph, Dudley hill, nr Bradford, Builder. Feb 17 at 11 at 15 Darley st, Bradford.

Shelton, John, Bristol, Tool Proprietor. Feb 14 at 12 at offices of Triggs, Broad st, Bristol.

Shepherd, William Simpson, Leeds, Rag Merchant. Feb 17 at 3 at offices of Weston, Park row, Leeds.

Slingsby, Robert, Lincoln, Builder. Feb 22 at 11 at offices of Toynbee and Co, Bank st, Lincoln.

Smith, George, jnn, and Frederick Smith, New Park rd, Brixton hill, London. Feb 12 at 13 at offices of Reader, Holborn Viaduct.

Smith, Thomas Charles, Lichfield, Military Tailor. Feb 15 at 12 at offices of Ashmell, Market st, Lichfield.

Smith, William Henry, Birmingham, Hardware Merchant. Feb 14 at 11 at offices of Burn and Co, Temple st, Birmingham.

Solley, Stephen, Ash-nest-Sandwich, Kent, Grocer. Feb 18 at 1 at the Bell Hotel, Sandwich.

Solloway, John, Oxford, Butcher. Feb 27 at 3 at the Shearborne Arms, Castle st, Oxford.

Speight, Gregory Cockcroft, Bradford, Butcher. Feb 12 at 2 at offices of Wilkinson, Kirkgate, Bradford.

Spencer, George, Westwoodside, Lincoln, Machine Owner. Feb 10 at 11.30 at the Great Northern Hotel, Haxey.

Spittle, Edwin James, Newport, Mon, Engine Fitter. Feb 10 at 11 at offices of Tomlinson, Dock st, Newport.

Standfield, George, Northwam, York, Farmer. Feb 20 at 11 at offices of Jubbs, Harrison rd, Halifax.

Stead, Thomas Ballan, York, Picture Frame Maker. Feb 20 at 12 at offices of McLauren, Castlegate, York.

Steel, James Thomas, Wayford terrace, Battersea, no occupation. Feb 27 at 3 at the Star and Garter Hotel, St Ann's hill, Wandsworth.

Bryden, South Norwood pk.

Stephenson, George, Dodworth, York, Builder. Feb 17 at 11 at offices of Dibb and Co, Regent st, Barnsley.

Stubbs, Richard, Birmingham, out of business. Feb 19 at 12 at the Norton Arms Hotel, Knighton.

Surtees, William, Crook, Durham, Innkeeper. Feb 17 at 3 at offices of Maw, jun, Bishop Auckland.

Taylor, Dickinson, Bacon, Watchmaker. Feb 21 at 3 at offices of Ockell, St James's sq, Manchester.

Taylor, Robert, Preston, Flagler. Feb 17 at 3 at offices of Forshaw and Parker, Cannon st, Preston.

Taylor, Thomas Baynes, Preston, Cotton Manufacturer. Feb 18 at 3 at offices of Wood and Atkinson, Brazenose st, Manchester.

Thomas, John Morgan, Gwernogle, Carmarthen, Draper. Feb 15 at 2 at the County Court Office, Lampeter.

Thompson, John Bowerbank, Sheerness, Draper. Feb 19 at 2 at offices of Deacon and Johnson, Ludgate hill, Randall, Bouverie st, Fleet st.

Thornton, Frederick Herbert, Huddersfield, Printer. Feb 17 at 3 at offices of Sykes and Son, Market st, Huddersfield.

Timperley, Joseph, Manningham, Bradford, Merchant's Clerk. Feb 17 at 4 at offices of Atkinson, Tyrral st, Bradford.

Tolley, Charles, Oxford, Baker. Feb 20 at 12 at offices of Bickerton, St Michael's chambers, Ship st, Oxford.

Topham, Sarah Ann, Stow-on-the-Wold, Gloucester, Innkeeper. Feb 18 at 1 at the Union Hotel, Stow-on-the-Wold.

Turner, William, Middlesbrough, Painter. Feb 12 at 3 at offices of Peacock, Zetland rd, Middlesbrough.

Upton, William, Nottingham, Butcher. Feb 17 at 12 at offices of Bell, Middle pavement, Nottingham.

Vary, Richard, John Vary, and George William Vary, Huntingdon, York, Cattle Dealers. Feb 12 at 2 at offices of Wilkinson, St Helen's sq, York.

Vinen, William Isaac, Bristol, Cabinet Maker. Feb 17 at 3 at offices of Cumberland, Clare st, Bristol.

Ward, John, Beverley, York, Printer. Feb 13 at 11 at offices of Shepherd and Co, Laing's, Beverley.

Westley, George, Fordingham, Cambridge, Baker. Feb 27 at 12.30 at the Guildhall, Bury St Edmunds.

White, Thomas, Sampford, Somerset, Farmer. Feb 19 at 3 at offices of Kite, East st, Taunton.

White, William, Fivehead, Somerset, Innkeeper. Feb 17 at 3 at offices of Collins, West st, Ilminster.

Wilson, George, Great Driffield, Painter. Feb 17 at 10 at offices of Jennings and Co, Great Driffield.

Williams, Edgar, Bristol, Painter. Feb 14 at 11 at offices of Ward, Bristol chambers, Broad st, Bristol.

Williams, Robert, Rochdale, Builder. Feb 18 at 3 at offices of Adishaw and Warburton, Norfolk st, Manchester.

Williamson, George, Burnham, Coal Dealer. Feb 14 at 11 at offices of Bennett, Piccadilly buildings, Hanley.

Woffenden, Frederick, Pontefract, Slater. Feb 17 at 3 at the Crown and Anchor Inn, Pontefract.

Wood, Joseph, Bradford, Plumber. Feb 18 at 11 at offices of Carter, Piece Hall yd, Bradford.

Woodward, Matthew Leng, Darlington, Grocer. Feb 14 at 11 at offices of Wooler, Priestgate, Darlington.

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